

JUNE 1, 2020



REQUEST FOR PROPOSALS

ADA PARATRANSIT AND RURAL TRANSIT SERVICES PROVIDER

GREATER PEORIA MASS TRANSIT DISTRICT
2105 NE JEFFERSON AVE., PEORIA, IL 61603

REQUEST FOR PROPOSAL – COVER PAGE

June 1, 2020

Issue Date:

ADA Paratransit and Rural Transit
Services Provider

Title:

Reference Number:

RFP# FED2020-08

Issuing and Using Agency:

Greater Peoria Mass Transit District
Attn: Martha Howarter, Assistant CFO/
Special Projects Manager
2105 NE Jefferson Avenue
Peoria, Illinois 61603

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:
4:00 PM on July 23, 2020 (CST)

All Inquiries for Information Should Be Directed To: Address listed above or Phone (309) 679-8142.

**IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:
GPMTD PROCUREMENT, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603.**
The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in ink)

_____ Zip Code: _____ Name: _____
(Please Print)

Telephone: () _____ Title: _____

Fax Number: () _____ FEI/FIN Number: _____

DUNS Number: _____ E-Mail Address: _____

**NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD:
June 11, 2020 at 2:00 pm (CST)**

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of GPMTD's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by GPMTD during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by GPMTD to Contractor, which reflects internal GPMTD procedures not affecting the Contract terms or Scope of Work.

Advance Reservation: Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA): Federal civil rights legislation, which mandates accessibility for people with disabilities. Included is a requirement that all-public transit agencies operating fixed route bus service providing complementary paratransit service to persons functionally unable to use accessible fixed route systems.

ADA Paratransit: Door-to-door public transportation service available to individuals whose disabilities prevent the used of fixed route transit services.

ADA Paratransit Eligible: An individual who is eligible for paratransit services as defined by the Americans with Disabilities Act. Not all individuals with disabilities are defined as paratransit eligible.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by GPMTD to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Certification: The term generally refers to the award of eligibility status to an applicant who has applied to use ADA paratransit service.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by GPMTD, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Conditional Eligibility: ADA Paratransit Eligibility, which is granted to an individual during, specified personal, environmental or seasonal conditions.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between GPMTD and the Contractor for completion of the Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GPMTD for the performance of Services or Work under the Contract. This term shall signify the vendor selected and under contract with GPMTD to provide paratransit transportation services.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

Deadhead: For paratransit and rural transit services, refers to either miles or hours when a vehicle is not in revenue service, including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher, and travel during driver breaks and other “out of service” times. The travel between scheduled pickups and drop-offs, regardless of whether a passenger is on board, is not deadhead.

Demand-Responsive Service: This term describes a service that does not require advance reservation and trips can be requested the same day (also referred to as real-time or immediate response). Both Services identified in this RFP are not considered demand-responsive.

Door-to-Door Service: A type of paratransit service where, on both the origin and/or destination ends of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence, and must keep the vehicle in sight at all times.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to GPMTD.

DOT: Department of Transportation.

Final Acceptance: The point when GPMTD acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Federal Transit Administration (FTA). A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to local and regional transportation agencies, among various other programs.

GPMTD: Greater Peoria Mass Transit District.

Holidays: The official Transit Service holidays are: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the GPMTD may direct a reduced level of services on unofficial holidays and during holiday periods.

Illinois Department of Transportation Division of Public and Intermodal Transportation (IDOT): A branch of the Illinois Department of Transportation established to improve transportation throughout the State. IDOT provides funding and assistance to local transportation agencies.

Late Trip: Any trip that arrives 5 minutes or more outside of the designated pickup window up to 20 minutes late OR more than 5 minutes late for any drop-off.

Missed Trip: This refers to any scheduled trip on which the vehicle arrives more than thirty-five (35) minutes after the scheduled pick up time (also defined as 20 minutes after window ends) or does not arrive at all.

No-Show: A scheduled passenger who does not appear at the designated location for vehicle boarding within five (5) minutes of an on-time vehicle arrival, or who calls the contractor to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup: For paratransit and rural transit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 15 minutes prior to the scheduled pickup time or no more than 15 minutes after that time.

Paratransit Service Area: The paratransit service area includes all locations within the GPMTD service area and other designated locations. In the City of East Peoria, service is defined as within city limits.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Personal Attendant (PA): An aide or individual whose assistance is essential in order to allow an ADA Paratransit Eligible person to ride GPMTD paratransit services. PA's will be counted and reported to GPMTD but will not be included in the passenger count for productivity purposes.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Procurement Administrator: The individual designated by GPMTD to administer the Contract and be the Contractor's primary point of contact. The Procurement Administrator has no contracting authority.

Project Manager: The individual designated by GPMTD to manage the project on a daily basis and who may represent GPMTD for Contract Administration.

Proposer or Offeror or Bidder: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to proposers for information and reference in preparing bids but not as part of this Contract.

RFP or Solicitation: Request for proposals; also known as the solicitation document.

Rural Service Area: The service area includes census designated rural Peoria County with rides originating in the Rural Peoria County area and traveling to anywhere within Peoria County. The rides can also terminate or originate outside of the Rural Peoria County area but have to end inside the Rural Peoria County area and is done so on a select basis with approval required.

Scope of Work or Statement of Work (SOW): A section of the Request for Proposals consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured good.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or GPMTD, as applicable, and means that the Contractor or GPMTD, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Administrator in accordance with the Scope of Work/Specifications.

Subscription Service: Paratransit trips that are provided to and from the same origin and destination at the same time and day at least two times a week. Subscription services will be provided in accordance with the ADA and do not require the passenger to call in their request for each trip; only to cancel for one or more days.

Trip by Trip Eligibility: ADA Paratransit Eligibility that is granted to an individual for those trips that cannot be made by accessible fixed-route service.

Trip Denial: Under the guidelines established by the ADA, a paratransit provider is allowed to negotiate trip times with a customer up to 1 hour before and 1 hour after the originally-requested trip time, except for time-certain drop-off times when the customer must arrive at or before the specified time (e.g., medical appointments, work start times). If an available trip cannot be located within the 2 hour time window or 1 hour before the requested time for time-certain deliveries, this represents a trip denial regardless of whether the passenger accepts an alternate trip time offered outside this window. The same requirements will be set forth for rural transit.

Trip Refusal: Under the guidelines established by the ADA, a paratransit provider is allowed to negotiate trip times with a customer up to 1 hour before and 1 hour after the originally-requested trip time, except for time-certain drop-off times when the customer must arrive at or before the specified time [e.g., medical appointments, work start times]. If an available trip can be located within the 2-hour time window (1 hour for time-certain deliveries) and the passenger does not accept it, this represents a trip refusal. The same requirements will be set forth for rural transit.

Urbanized Area: Census designated as urbanized but not within $\frac{3}{4}$ paratransit boundary within Peoria county.

Vehicle Service Hour: A Vehicle Service Hour shall be defined as any 60-minute increment of time a vehicle is available for passenger transport within the Contractor's established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by the dispatcher, excluding any meal breaks, service breaks, mechanical breakdowns and time a vehicle is unavailable due to an accident. If the first scheduled pick-up is a no-show, the vehicle arrival time shall be used for computation of Vehicle Service Hours. Vehicle Service Hours sometimes are also known as Revenue Service Hours, if the Vehicle Service Hours do not include Deadhead Service Hours.

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

LEGAL NOTICE

June 1, 2020

REQUEST FOR PROPOSALS **ADA Paratransit and Rural Transit Services Provider RFP #FED2020-08**

The Greater Peoria Mass Transit District (“GPMTD”) is seeking proposals for an ADA Paratransit and Rural Transit Services Provider. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFP, which includes the procurement schedule, may be obtained by downloading the document from GPMTD’s website found at www.ridecitylink.org/resources/procurement under ‘Current Projects’. All interested contractors should complete a Contractor’s Registration Form (contained in the RFP) and submit to the listed person, via e-mail. All questions should be directed to:

Martha Howarter, Assistant CFO/Special Projects Manager
Greater Peoria Mass Transit District
2105 NE Jefferson Avenue
Peoria, IL 61603
(309) 679-8142
E-mail: mhowarter@ridecitylink.org

All proposals must be received on or before **4:00 pm (CST) on July 23, 2020** at the address listed above.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between the GPMTD and the United States Department of Transportation and the Illinois Department of Transportation.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

A Non-Mandatory Pre-Proposal Meeting will be held on **June 11, 2020 at 2:00 pm (CST)**, at the GPMTD Administrative office, 2105 NE Jefferson Avenue, Peoria, IL 61603.

Funding provided in whole or in part by the Illinois Department of Transportation “IDOT”.

INTERESTED PROPOSER REGISTRATION FORM

ADA PARATRANSIT AND RURAL TRANSIT SERVICES PROVIDER RFP #FED2020-08

Date: June 1, 2020
To: INTERESTED CONTRACTORS
Subject: ADA Paratransit and Rural Transit Services Provider RFP #FED2020-08

To Proposers:

The REQUEST FOR PROPOSALS (RFP) and any issued addenda(s) are available for download at www.ridecitylink.org/resources/procurement. Please submit this Form to mhowarter@ridecitylink.org with your completed contact information.

Name of Interested Company: _____

Name of Contact Person: _____

Title of Contact Person: _____

Street Address/Post Office Box: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Company Website Address: _____

Date: _____

This Form is requested to ensure that every Interested Contractor receives issued addenda(s) for this REQUEST FOR PROPOSALS. Failure to register this download may result in a rejection of the quotation due to non-compliance with addenda requirements. See **ATTACHMENT C - ADDENDUM PAGE**, which must be completed and submitted with the proposal that you provide to the Greater Peoria Mass Transit District.

Thank you for your interest. We look forward to receiving your proposal.

Sincerely,
Martha Howarter
Assistant CFO/Special Projects Manager
PH: (309)679-8142

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The Greater Peoria Mass Transit District (“GPMTD” or “the District”) is the primary public transportation provider for the greater Peoria region. The GPMTD is a municipal corporation within the State of Illinois. GPMTD provides economic, social, and environmental benefits to the community through progressive, customer focused, transportation service by combining state of the art equipment and facilities with professional, well trained staff.

The District employs approximately 191 full and part-time employees, operates twenty (20) fixed routes within the City of Peoria, City of East Peoria, City of Pekin, Village of Peoria Heights and West Peoria Township and maintains an active fleet of fifty-three (53) fixed-route buses. In addition, the GPMTD provides complementary ADA Paratransit service (“CityLift”) within the service area utilizing thirty-six (36) medium duty vans. Also, the GPMTD provides Rural Transit Service (“CountyLink”) within the Peoria County jurisdiction utilizing fourteen (14) medium duty vans. GPMTD has three (3) facilities comprised of an Administration Building and Maintenance Building located at 2105 NE Jefferson, and a Transit Center located at 407 SW Adams.

1-2 Purpose

The purpose of this Request for Proposals (RFP) is requesting proposals from qualified, responsive and responsible Contractor to provide a the turnkey management and operation of the GPMTD’s ADA Paratransit (“CityLift”) and Rural Transit (“CountyLink”) Services as detailed in Section 2, Scope of Work of this document.

1-3 Proposal Submission

The proposer will submit:

- **One (1) original;**
- **Eight (8) hard copies;**
- **An Electronic copy, via email mhowarter@ridecitylink.org.**

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "**Proposal for ADA Paratransit and Rural Transit Services Provider RFP #FED2020-08**" and the time and date proposals are due. The District will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The District shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN 4:00 pm (CST), July 23, 2020.**

1-4 Proposal Format and Required Content

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply and sections shall be tabbed to coincide with the sections of the RFP and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by the District and may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

- A. Request for Proposal Cover Page (page 2) and all properly completed and executed Attachments
- B. Cover Letter, providing the following information:
 - 1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
 - 2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.
 - 3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.
- C. Notice of Exception(s) (if applicable)
- D. Qualifications and Capabilities of the Company
 - 1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.
 - 2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
 - 3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.
 - 4. Identify any and all subcontractors. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).

E. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required product or service by demonstrating competence in the performance of services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
2. For each subcontractor cited, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Proposal (to include)

1. Proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet GPMTD's goals and objectives.
2. A response to each line item in Section 2, the Scope of Work. The proposer will identify the response to each line item in the order the line item appears in the Scope of Work. Identify how the line item requirements will be met and describe in detail the item being presented. This response will incorporate all addenda to the RFP. Each response should be clearly defined and shall include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, complete compliance with the Scope of Work, identification of potential shortfalls in your understanding of the requirements, and your ideas which would improve the likelihood of success for both parties.
4. Where the Scope of Work permits alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Proposer.
5. A comprehensive list of any disclaimers or caveats pertaining to the provision of service and start-up of services as described in GPMTD's Scope of Work/Specifications. Except as clearly stated in this section, it shall be assumed that GPMTD's Scope of Work shall supersede any and all such specifications that may be described and/or included in the proposal.
6. The Proposer must provide an explanation of the proposed Project start-up schedule in days, phases, and/or steps. Obviously, to the extent that there are problem areas with regard to service delivery (from the customers perspective) and service provision (from the agency's perspective), the GPMTD would like to correct those problems as rapidly as possible for the benefit of our customers and the efficiency of the agency in providing service. Accordingly, we would like a reasonable timeline developed, which would include milestones as required in the scope, but also take into consideration the implementation process from staff's perspective.

G. Cost/Price Proposal

The Cost/Price Proposal should identify and respond to the items in the Scope of Work. A summary of the cost/price proposal for each item in the proposal is required, showing fees for the basic work program. The cost for the entire proposal is also required. The Proposer/Bidder must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-6 Inquiries

The proposer is required to show on all correspondence with the GPMTD the following: "**Proposal for ADA Paratransit and Rural Transit Services Provider RFP #FED2020-08**". Any communication with GPMTD should be written and directed to: Martha Howarter, Assistant CFO/Special Projects Manager, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603. Written communication may also be forwarded via email to mhowarter@ridecitylink.org. Correspondence will not be accepted by any other means or by any other GPMTD staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	June 1, 2020
Pre-Proposal Meeting at 2:00 pm (CST) :	June 11, 2020
Deadline for questions and clarifications:	June 19, 2020
Deadline for <u>responses</u> to questions and clarifications:	July 2, 2020
Proposals due by 4:00 pm (CST) :	July 23, 2020
Evaluation of proposals & possible interviews:	July 27, 2020 thru August 21, 2020
Recommend Contract Award at GPMTD Board Meeting:	September 14, 2020
Anticipated start-up date:	December 1, 2020

1-8 Pre-Proposal Conference

There will be a non-mandatory pre-proposal meeting on **June 11, 2020 at 2:00 pm (CST)** at GPMTD's Administrative Office located at 2105 NE Jefferson Avenue, Peoria, Illinois 61603. All potential proposers attending will attend at their own cost and should bring a hardcopy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. The GPMTD may conduct a site visit for all proposers so it will not be necessary later on for proposers

to make a subsequent claim or request a contract modification because of facts not known when the proposal was submitted. A call-in conference line will be available for those who are unable to physically attend the non-mandatory meeting. To participate via a call-in conference line, please send an email to mhowarter@ridacitylink.org to request the instructions.

1-9 Interviews & Presentations

GPMTD **may** schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

GPMTD will expect the Project Manager to take an active part in making the presentation at the Proposer's interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others' work for the services contracted, if awarded.

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be at the Greater Peoria Mass Transit District offices on 2105 NE Jefferson Avenue Peoria, IL.

1-10 Proposal Specifics

The Selection Committee reserves the right to reject any or all proposals. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

1-11 Disadvantaged Business Enterprise (DBE) Participation

The GPMTD has established a 10% DBE contract goal on this project. Therefore, a proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways.

- a. The Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient to for this purpose.
- b. Even if it does not meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

For proposers to receive credit for the use of a DBE, the Illinois Unified Certification Program (IL UCP) must certify the proposed DBE prior to submission of the proposal. It is the policy of GPMTD that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capabilities and qualifications.

It is the policy of GPMTD to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GPMTD encourages prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires GPMTD to collect certain data about firms attempting to participate in FTA contracts. This data must be provided on the enclosed **Firm Data Sheet**.

- A. **Certification** – To be certified as a DBE, a firm must meet all certification eligibility standards. Firms that qualify as a DBE must: 1) be a small business as defined by the Small Business Administration; 2) be at least 51% owned by minorities, women and/or socially and economically disadvantaged adults, and 3) have its day-to-day operations controlled by women or minorities. The Illinois Unified Certification Program (IL UCP) will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in GPMTD’s DBE program; however, this certification does not guarantee that the contractor will obtain work with GPMTD.
- B. **Process** – A firm must apply for certification through the IL UCP. Certification guidelines and applications are also available online as PDF’s at the following links:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/index>

- C. **DBE Program** – For information about GPMTD’s DBE Program, firms may contact:

Angel Marinich, AGM
Greater Peoria Mass Transit District
2105 NE Jefferson Avenue
Peoria, Illinois 61603
(309)679-8189 or email: amarinich@ridecitylink.org

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements and all instructions. Failure to do so will be at the Proposer’s risk. It is the intent of these specifications to provide product(s)/service(s) of first quality, and the workmanship must be the best obtainable in the various trades. The product(s)/service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the product/service(s) complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor’s company. It is the sole responsibility of the Contractor to read the Scope of Work/Specifications and understand them.

The submission of a proposal shall constitute an acknowledgment upon which GPMTD may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and

services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before the proposal due date) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have registered to submit a proposal on this RFP and to whom the RFP has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the District before the award of the Contract will not be binding upon the GPMTD.

1-14 Cost of Proposals

GPMTD is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-15 Samples

Samples of items, when called for, must be furnished free of charge. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after proposal opening date. If instructions are not received within this time, the commodities shall be disposed of by GPMTD.

SECTION 2 – SCOPE OF WORK

2-1 Introduction

The Greater Peoria Mass Transit District (hereinafter referred to as “GPMTD”) is soliciting proposals from qualified, responsive and responsible Contractor for the combined management and operation of its ADA Paratransit and Rural Transit Services. **Responses to this Request for Proposals will be accepted until 4:00 PM (CST), Thursday, July 23, 2020.**

2-2 Objective/Scope of Work

The GPMTD will be entering into a contract for the turnkey management and operation of the GPMTD’s ADA Paratransit (“CityLift”) and Rural Transit (“CountyLink”) Services, with services to begin on December 1, 2020. Except as expressly set forth in this RFP and/or the Contract, the Contractor will be responsible for all aspects of administration, management, maintenance, and operations with the exception of:

- i) policy development and planning;
- ii) provision of ADA Paratransit and Rural Transit Services vehicles;
- iii) formal complaints;
- iv) fareboxes (if provided by the GPMTD);
- v) radio equipment and radio frequency,;
- vi) marketing and public information; and
- vii) certification of ADA Paratransit Eligibility.

Any and all equipment and supplies furnished by the GPMTD to the Contractor are to be used solely for GPMTD’s ADA Paratransit and Rural Transit Services. The services to be provided are to be explained by the Proposer, as outlined in Subsection 2-9 below.

In all aspects of the design, operation, and conduct of ADA Paratransit and Rural Transit Services, it is the intent of the GPMTD to maintain full compliance with the requirements of the Americans with Disabilities Act (ADA). In this regard, the Contract shall implement the policies and procedures of the GPMTD in meeting the requirements of the ADA, and shall carry out its responsibilities under this Contract and work cooperatively with the GPMTD to ensure full ADA compliance.

It is further the intent of the GPMTD that there be no denials of requests for service as defined by the ADA. Within the scope of this Contract and the ADA regulations, and at no additional cost to the GPMTD, the Contractor is expected to be innovative in their operation and management of service to ensure that no trip requests are denied. Proposers are encouraged to describe proposed innovative service delivery arrangements to ensure ADA compliance. Such arrangements might include use of shared-ride, 3rd party Transportation Networking Companies (TNC), accessible taxis and/or contracting with social service transportation providers. All innovative service delivery arrangements must be authorized by GPMTD.

In addition to the American with Disabilities Act, the Contractor shall be in compliance with all applicable federal, state and local regulations and requirements.

2-3 Current Service Agreements and Service Provider Collective Bargaining Agreements

- 2-3.1 **Service Agreement with GPMTD for ADA Paratransit:** The GPMTD is currently under contract with MV Transportation, Inc. to provide ADA Paratransit Services to persons with disabilities within the Cities of Peoria, East Peoria, Pekin, the Village of Peoria Heights, and West Peoria Township. MV Transportation, Inc. completed an original five-year contract that was extended for one year.
- 2-3.2 **Service Agreement with GPMTD for Rural Transit Service:** The GPMTD is currently under contract with MV Transportation, Inc. to provide the Rural Transit (Section 5311, General public) operation that services Peoria County. MV Transportation Inc. will conclude its 3rd period of the contract on November 30, 2020.

The Agreements referenced in 2-3.1 and 2-3.2 expire at the end of the business day on November 30, 2020

- 2-3.3 **MV Transportation Collective Bargaining Agreement:** All of MV's dispatchers, operators, and maintenance personnel are included under two (2) separate collective-bargaining labor agreements between MV Transportation, Peoria, IL, and the Amalgamated Transit Union (ATU) Local 416. One contract for ADA Paratransit and one contract for Rural Transit Service. The bargaining unit does not include office, clerical employees or any supervisory employees. Both labor agreements end November 30, 2022.

The Contractor will not be required to continue this arrangement; however, the Contractor must start all staff out at no less than \$14 per hour and be prepared to address all labor protection issues of Title 49 USC Section 5333(b). Although ATU Local 416 also represents the drivers, some administration personnel, customer service team, and mechanics of the GPMTD, MV's labor agreement with ATU Local 416 does not include any GPMTD personnel.

2-4 Overview of ADA Paratransit Services

On September 6, 1991, the US Department of Transportation published final regulations implementing certain provisions of the Americans with Disabilities Act of 1990 (ADA). Included in the regulation was a requirement that public entities operating fixed-route transportation services for the general public also provide complementary paratransit services to persons unable to use the fixed-route system. The regulations specify the following:

- A. When service is required;
- B. Eligibility criteria for ADA paratransit passengers;
- C. The level of service which must be provided; and
- D. Standards for certain aspects of operation.

2-5 ADA Paratransit Certification

CityLift only: Through the OSF Industrial Rehab, the GPMTD will be responsible for screening and certifying potential clients in accordance with the Federal Transit Administration guidelines.

2-6 CityLift Operational Profile

- 2-6.1 **Service Description:** The ADA Paratransit Service is a door-to-door service providing paratransit services to ADA Paratransit-eligible individuals in response to requests made from seven (7) days in advance of the desired service day until 5:00 PM the day prior to the trip. Subscription Service currently is provided by the ADA Paratransit Contractor in accordance with the ADA regulations. Additional Subscription Service to non-ADA-eligible individuals also is supplied by the ADA Paratransit Contractor under the ADA Contract. Total Subscription Services presently comprises about fifty percent (50%) of ADA service capacity.
- 2-6.2 **Service Area:** The current service area includes the GPMTD service area and within 3/4 of a mile on either side of a GPMTD bus route, as well as within 3/4 of a mile at the end of a GPMTD bus route. This includes the City of Peoria, the Village of Peoria Heights, and West Peoria Township. CityLift also provides service to areas in Peoria County defined as urbanized and does so on an availability basis and adheres to the CountyLink service standards (fare, hours, scheduling, eligibility, etc.) Furthermore, GPMTD provides service under contracts to the East Peoria Mass Transit District (EMTD), and the City of Pekin. Paratransit service provided to the Cities of East Peoria and Pekin is contracted as citywide (within city limits) as well as 3/4 of a mile on either side of the existing bus routes should the boundary extended beyond city limits. Pekin contracts for service to only be provided within their borders. The GPMTD service area, including East Peoria and Pekin, constitutes approximately seventy-one (71) square miles.
- 2-6.3 **Hours and Days of Service:** Service is available between the hours of 5:30 a.m. and 1:00 a.m. Monday through Friday, between 7:30 a.m. and 10:30 p.m. on Saturday, and between 7:30 a.m. and 7:30 p.m. on Sunday. Service currently is not provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 2-6.4 **Passenger Fare:** All riders must pay a fare, with the exception of Personal Attendants (PAs) traveling with an ADA-certified passenger. Fares are established by the GPMTD. The present fare is \$2.00 for a one-way trip. All fares collected shall be the property of the GPMTD.
- 2-6.5 **Service Levels and Performance:** There are presently about 2,500 active individuals certified to use the ADA Paratransit Service (FY19 and Q1 and Q2 of FY 2020). During Fiscal Year 2019 (July 1, 2018 – June 30, 2019), the service provided approximately 143,844 passenger trips in 69,406, Vehicle Service Hours for a productivity of 2.07 passenger trips per hour.
- 2-6.6 **Vehicles:** The GPMTD shall provide all passenger service vehicles for the paratransit system. Presently, the fleet consists of approximately thirty-six (36) paratransit vehicles with seating capacities of twelve (12) persons, plus two (2) wheelchair positions. Vehicles were purchased through the Federal Transit Administration and Illinois Department of Transportation. The list of the current ADA Paratransit fleet is found in Attachment N.
- 2-6.7 **Fuel and Fueling:** The fuel for paratransit system passenger service vehicles will be provided by the Contractor. Fueling these vehicles will be the responsibility of the Contractor. GPMTD will provide fuel at cost to contractor, should contractor request

- 2-6.8 **Radio Communications:** The GPMTD will provide all radio equipment, frequency, air time, and installation, at no cost to the Contractor. The exception to this provision will be non-routine maintenance and/or damage or loss due to the negligence of the Contractor and/or subcontractor(s), which cost for repair or replacement will be borne by the Contractor.

2-7 CountyLink Operational Profile

- 2-7.1 **Service Description:** The Rural Transit Service is a door-to-door service providing general public services to residents or persons within Peoria County in response to requests made from fourteen (14) days in advance of the desired service day until 5:00 PM the day prior to the trip. Subscription Service currently is provided by the Contractor in accordance with the state and federal regulations.
- 2-7.2 **Service Area:** Census designated “rural” Peoria County is the primary service area with an agreement in place to provide additional services to those who are considered urbanized but not within the ADA required $\frac{3}{4}$ boundary. Riders may travel anywhere within Peoria County as long as one leg of their trip is within the aforementioned defined locations.
- 2-7.3 **Hours and Days of Service:** Service is available between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, with the last pickup being 5:00 p.m. Service currently is not provided on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 2-7.4 **Passenger Fare:** All riders must pay a fare, with the exception of Personal Attendants (PAs) traveling with a passenger. Fares are established by the GPMTD. The present fare is \$6.00 for a one-way trip. All fares collected shall be the property of the GPMTD.
- 2-7.5 **Service Levels and Performance:** During Fiscal Year 2019 (July 1, 2018 – June 30, 2019), the service provided approximately 26,000 passenger trips in approximately 13,000 Vehicle Service Hours for a productivity averaging 1.98 passenger trips per hour.
- 2-7.6 **Vehicles:** The GPMTD shall provide all passenger service vehicles for the Rural Transit system. Presently, the fleet consists of approximately Thirteen (13) paratransit style vehicles with seating capacities up to 14 persons, or three (3) wheelchair positions. Vehicles were purchased through the Federal Transit Administration and Illinois Department of Transportation. The list of the current Rural Transit fleet is found in Attachment N.
- 2-7.7 **Fuel and Fueling:** The fuel for paratransit system passenger service vehicles will be provided by the Contractor. Fueling these vehicles will be the responsibility of the Contractor. GMPTD will provide fuel at cost to contractor, should contractor request.
- 2-7.8 **Radio Communications:** The GPMTD will provide all radio equipment, frequency, airtime, and installation, at no cost to the Contractor. The exception to this provision will be non-routine maintenance and/or damage or loss due to the negligence of the Contractor and/or subcontractor(s), which cost for repair or replacement will be borne by the Contractor.

2-8 Current ADA Paratransit and Rural Transit Staffing

The following approximate number of staff by positions are currently employed by the existing contractor performing the ADA Paratransit and Rural Transit Services.

- A. Administration and Management (3)
 - 1. General Manager – 1
 - 2. Assistant General Manager -1
 - 3. Administrative Assistant/HR/Payroll - 1

- B. Operations (77)
 - 1. Safety Manager – 1
 - 2. Dispatch Manager – 1
 - 3. Road Supervisor - 2
 - 4. Scheduler – 1
 - 5. Full-time Dispatchers/Reservationists – 6
 - 6. Part-time Dispatcher/Reservationist – 1
 - 7. Full-time Drivers – 58
 - 8. Part-time Drivers - 7

- C. Vehicle Maintenance, Cleaning, and Fueling (7)
 - 1. Maintenance Manger – 1
 - 2. Mechanic – 3
 - 3. Utility – 3

2-9 Statement of Work

The Proposer is expected to prepare a concise narrative that explains how the contracted ADA Paratransit, urbanized and Rural Transit Services will be operated on a routine daily basis. The narrative must address the functional areas and specific duties for which it is responsible, as outlined below. It also must indicate the number of full-time equivalent (FTE) staff by position that will be required for the Contractor to perform successfully. The Contractor will determine the titles for its employees, and their status of full-time or part-time. The exception to this will be those positions described in Subsection 2-12.2 below. (The proposed staffing for the ADA Paratransit Services must be used in the calculation of the proposed cost to provide these services.)

- A. Administration, Management, and Operations
 - 1. The Contractor will establish an administration and operations office of its own; with an adequate bus staging area and employee parking lot at the site.
 - 2. Trip reservations and vehicle dispatching will occur from this location.
 - 3. The Contractor will provide training to suffice all state, federal and local requirements for all administration and operations personnel.
 - 4. The Contractor will conduct substance abuse testing and reporting, as required, for all safety-sensitive positions.

5. The Contractor will refer all service complaints to designated GPMTD staff and then will cooperate to resolve all complaints
6. The Contractor will compile and submit all required weekly, monthly, quarterly, and annual reports to the GPMTD in a timely manner.

B. Vehicle Maintenance, Servicing and, Storage

1. All vehicle cleaning will be performed by personnel employed or retained by the Contractor at a facility of the Contractor’s choice.
2. All consumable fluids will be provided by the Contractor (at location(s) of its choice), and will be replenished by personnel employed or retained by the Contractor.
3. The Contractor will provide fenced, well lit, and video surveilled (with 14 day storage minimum and coverage area to ensure all vehicles are in view while in lot from multiple angles) storage space for all GPMTD vehicles at a facility of the Contractor’s choice.

The GPMTD will be responsible for the following specific duties in the functional areas noted above.

Administration, Management, and Operations

1. The GPMTD may assign a staff member on site to ensure compliance of all parameters of contract, including but not limited to: Scheduling, dispatching, vehicle inspections, complaint resolution, reservations, reporting, and customer satisfaction. Furthermore, a liaison will be assigned to the contractor whom will be the primary contact between GPMTD and contractor.
2. The GPMTD will process the applications from individuals to determine their eligibility to use the ADA Paratransit Services.

The table below summarizes the responsibilities of the Contractor and the GPMTD within each functional area of the ADA Paratransit Services delivery.

Summary of ADA Paratransit Services Responsibilities

Function	Specific Duty	Responsibility
Administration, Management, and Operations	Supply Office Space	Contractor
Administration, Management, and Operations	Bus Staging and Parking Lot	Contractor
Administration, Management, and Operations	Subscription Service	Contractor
Administration, Management, and Operations	Trip Reservations	Contractor with GPMTD capability
Administration, Management, and Operations	Trip Dispatching	Contractor with GPMTD capability
Administration, Management, and Operations	Personnel Recruitment	Contractor

Administration, Management, and Operations	Personnel Training	Contractor
Administration, Management, and Operations	Substance Abuse Testing	Contractor
Administration, Management, and Operations	Acceptance and Resolution of Complaints	Contractor and GPMTD
Administration, Management, and Operations	ADA Services Eligibility	GPMTD
Vehicle Maintenance, Servicing, and Storage	Preventative Maintenance	Contractor
Vehicle Maintenance, Servicing, and Storage	Heavy Maintenance	Contractor
Vehicle Maintenance, Servicing, and Storage	Vehicle Cleaning	Contractor
Vehicle Maintenance, Servicing, and Storage	Vehicle Fuel and Fueling	Contractor
Vehicle Maintenance, Servicing, and Storage	Vehicle Consumable Fluids Replenishment	Contractor
Vehicle Maintenance, Servicing, and Storage	Storage Space	Contractor

2-10 Service Description

2-10.1 **Term of the Contract:** Performance under a contract awarded pursuant to this Request for Proposals shall be initiated on December 1, 2020, and shall run through November 30, 2025, unless otherwise terminated pursuant to terms of the Agreement between the GPMTD and the Contractor. There is also two (2) one-year options that will be renewed automatically, if the GPMTD does not give the Contractor ample notice of its intent not to renew (120 days). For accounting purposes, the contract shall consist of seven specific budget periods as follows:

Initial Contract:

- Period 1: 12/1/20 through 11/30/21 (12 months);
- Period 2: 12/1/21 through 11/30/22 (12 months);
- Period 3: 12/1/22 through 11/30/23 (12 months);
- Period 4: 12/1/23 through 11/30/24 (12 months);
- Period 5: 12/1/24 through 11/30/25 (12 months);

Option Year: (two (2) one (1) year Options):

- Period 6: 12/1/25 through 11/30/26 (12 months); and
- Period 7: 12/1/26 through 11/30/27 (12 months).

2.10.2 **Hours and Days of Service:** CityLift ADA Paratransit service shall be provided between 5:30 a.m. and 1:00 a.m. Monday through Friday, between 7:30 a.m. and 10:30 p.m. on Saturday, and between 7:30 a.m. and 7:30 p.m. on Sunday. Service currently is not provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Requests for service shall be scheduled such that no passenger pick-ups are scheduled before the opening times indicated above and no passenger drop-offs are scheduled later

than the indicated closing times. It is expected that service delays may occasionally cause drop-offs to occur after the closing times.

CountyLink Rural Transit Service is available between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, with the last pickup being 5:00 p.m. Service currently is not provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 2-10.3 **Vehicle Service Hours:** The following service levels are projected for both ADA Paratransit Service and Rural Transit Service during the base and option years of this Contract, and are to be used by all Proposers for purposes of costing. Actual service levels may be adjusted either up or down by the GPMTD pursuant to the terms of the Contract. CountyLink hours are approximated and dependent on winning bidder as program is delivered with no local and contained 100% between 5311 and IDOT DOAP.

CITYLIFT

Period 1: 69,000 Vehicle Service Hours (excluding Deadhead Hours);
Period 2: 68,500;
Period 3: 68,500;
Period 4: 68,500;
Period 5: 68,500;

COUNTYLINK

Period 1: 12,250 Vehicle Service Hours (excluding Deadhead Hours);
Period 2: 12,250;
Period 3: 12,250;
Period 4: 12,250;
Period 5: 12,250;

The Contractor shall set aside one percent (1%) of its Vehicle Service Hours for use by the GPMTD at no additional charge.

At any time, the GPMTD may require the Contractor to increase or decrease the number of Vehicle Service Hours provided. If the increase or decrease in Vehicle Service Hours operated does not exceed twenty-five percent (25%) of the estimated hours identified in the Agreement, the rates proposed by the Contractor shall remain in effect. If the cumulative change in Vehicle Service Hours, as requested by the GPMTD, exceeds twenty-five percent (25%), the GPMTD and the Contractor shall negotiate new rates of compensation. Any change in the rates of compensation shall be directly attributable to changes in the cost of operations as a result of the change in the volume of service provided.

- 2-10.4 **Daily Service Levels:** The Contractor should anticipate the operation of approximately 1,500 Vehicle Service Hours, including deadhead time, in an average week, depending on trip demand. During peak demand periods of 6:00 a.m. to 9:00 a.m. and 2:00 p.m. to 5:00 p.m., the current service contractor operates a peak fleet of thirty (30) CityLift and eight (8) CountyLink vehicles in revenue service.

The Contractor shall manage the number of vehicles placed into service to achieve or exceed the GPMTD's performance standard of 2.25 (CityLift) and 2.0 (CountyLink) one-way passenger trips per Vehicle Service Hour, and to comply with the GPMTD's intent that there be no denials of ADA service requests while operating within the Vehicle Service

Hour levels indicated above for each Contract period. On a monthly basis, the Contractor may not exceed the specified service levels without written notification to, and approval by, the GPMTD.

2-10.5 **Terms of Payment:** Payment shall be made by GPMTD to Contractor for performance of the services set forth in this Agreement as follows:

- A. Variable Costs – The Contractor shall be paid a fixed hourly rate for each Vehicle Service Hour operated during the calendar month. The hourly rate shall be in consideration for the actual cost of performing those services set forth in this Statement of Work, which vary each month according to the level of service operated.
- B. Fixed Costs – The Contractor shall be paid a monthly amount that equates to one-twelfth (1/12) of the total fixed costs that are identified in the Contract. The contractor shall propose the cost and identify those costs for each period of the contract.
- C. Invoicing - Not later than the Wednesday before the regular scheduled Board meeting after the end of each month during the term of this Agreement, the Contractor shall submit to the GPMTD a statement of services rendered during the preceding month and an invoice for these services as set forth above. The monthly invoice shall be accompanied by submission of the Monthly Summary Report as described herein. After verification of the statement, the GPMTD shall attempt to pay the amount due to the Contractor on or before the 30th day of the month in which the statement has been submitted.

2-10.6 **Fare Revenues:** All passenger fare revenues are the property of the GPMTD. The Contractor is responsible for the collection and security of these revenues, while in the Contractor's possession. The Contractor, with the cooperation of the GPMTD, shall establish an administrative procedure that addresses the safe daily transfer of fare revenues by the Contractor to the GPMTD. This procedure must be submitted to the GPMTD for review and approval no less than ten (10) business days prior to the initiation of services under this Agreement.

2-11 Transitioning to be a Subsequent Contractor

The Contractor must cooperatively participate in the transition of this service to it at the beginning of this Contract and to a new contractor, if necessary, upon termination of this Contract. No less than forty-five (45) calendar days prior to the start of a new contractor, participation of the incumbent contractor and new contractor is necessary in meetings, the transfer of records, and access to vehicles.

- A. The transition period is defined as the 45-day period of time prior to the Contract expiration date. The Contractor shall participate in the smooth transition of service as or to a new provider in such a manner as to ensure that the transition results in minimum service disruption to operations.
- B. During the transition phase, GPMTD staff will conduct several meetings with the incumbent and new providers to discuss specific operations, records, and vehicle transition events, as well as, the timeframe in which they must occur.

- C. As requested by the GPMTD, the Contractor must make pertinent records accessible to both the GPMTD and the new provider within fifteen (15) business days.

2-12 Staffing

- 2-12.1 **General:** The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees, as described by this Request for Proposal, and shall be solely responsible for the payment of all employees' and or subcontractors' wages and benefits. Without any additional expense to the GPMTD, the Contractor shall comply with the requirements of employee liability, workers compensation, employment insurance, and social security. The Contractor is, at all times, an independent contractor, and nothing in this Request for Proposals, nor in any Agreement, which arises as a result of the Request for Proposals, shall be construed to create a relationship other than that of independent contractor and client. The Contractor's employees are not, nor at any time will they be considered, employees, or agents of the GPMTD.
- 2-12.2 **Required Positions:** The Contractor shall provide employees in sufficient numbers and with sufficient training in order to ensure the effective operation of the service at all times. Service quality is of the utmost importance to the GPMTD. Consequently, the Contractor must at a minimum meet the following staffing levels:

General Manager – 1

Assistant General Manager -1

Scheduling/Dispatching Supervisor – 1

Maintenance Manager –1

Safety/Security/Training Supervisor – 1

Road Supervisor – 2

The Contractor shall describe in its Proposal its plans to provide for these positions, including the anticipated numbers of full and part-time employees by position. Staffing flexibility through job-sharing, non-traditional work hours, cross-training, and so forth, is encouraged, as long as the quality, availability, and integrity of both Services are not compromised. The GPMTD expects these types of efficiencies to result in lower costs for these services compared to traditional staffing. Furthermore, GPMTD requires a member of management or Supervision to be on site from 6 am to 6 pm Monday thru Friday and from 7 am – 4 pm on weekends.

If at any time the Contractor fails to meet the minimum staffing levels required by the GPMTD, the value of wages and benefits for the vacant position(s) will be deducted from the monthly payment due the Contractor.

- 2-12.3 **Minimum Qualifications for Required Positions:** The Contractor shall provide resumes for individuals proposed to fill the following required positions: GM, AGM, Safety Manager, Maintenance Manager. The resumes should adequately describe the individuals' background and experience, such that the Selection Committee can effectively assess the candidates' capabilities to successfully fulfill the positions.

- A. **General Manager (GM)** - The proposed GM shall have a minimum of five (5) years of experience in paratransit operations, three (3) of which shall be in management or supervision of an operation of comparable (or larger) scope and complexity. The desired Candidate will have the skills to both compassionately lead staff while driving efficiencies for the service via skillful use of technology and staffing. The GM will work with customers and community partners to improve the CityLift and CountyLink services by implementing best practices and ensuring the highest level of experiential satisfaction is obtained for both customer and employee. Lastly, the GM needs to be knowledgeable with industry standard KPI's and must possess the ability to drive change through analytics that note opportunity for improvement. The Contractor shall commit the services of the GM for the duration of the Contract term. The Contractor will not, without prior written notice to and the written consent of the GPMTD, remove or re-assign the GM at any time prior to or after execution of this Contract. Furthermore, GPMTD reserves the right to remove the GM at any time. The GM is not required to reside within the GPMTD's service area, but must be capable of responding within one (1) hour driving time in order to provide effective management of these services.
- B. **Assistant General Manager or Equivalent** - The proposed Assistant General Manager shall have a minimum of five (5) years of experience in the operations of paratransit systems. At least two (2) of these years of experience must have been in a supervisory capacity. The proposed candidate should have demonstrated experience with operation scheduling; industry-best operation practices, Maintenance and upkeep, and operation personnel management. The proposed Assistant General Manager must be fully qualified and experienced with the operation of all aspects of the system. This position will often be the technical expert in many facets of the operation. This person will be authorized to make operational decisions in the GM's absence. Furthermore, GPMTD reserves the right to remove the AGM at any time.
- C. **Scheduling and Dispatching Supervisor or Equivalent** - The proposed Scheduling and Dispatching Supervisor shall have a minimum of three (3) years of experience with the reservation intake, trip scheduling, and vehicle dispatching functions of the provision of paratransit service. At least one (1) of these years of experience shall have been in a Lead Dispatcher or supervisory role. The proposed candidate should have demonstrated experience in the provision of ADA-regulated paratransit service, and should be fully knowledgeable of all applicable ADA regulations. The proposed candidate should be fully experienced with any automatic scheduling and dispatching program that the Contractor may include in their proposal response. A supervisor will be available and within the paratransit service area at all times, when vehicles are in service.
- D. **Maintenance Manager or equivalent** – The maintenance manager or equivalent shall have a minimum of five (5) years of experience as a mechanic with two (2) of those years serving as a lead or supervisor. The maintenance manager must be detail oriented, results driven, and able to deliver results in an ever changing, fluid environment where no two days are alike. This person will ensure timely repairs, lead staff to provide clean, reliable, and safe vehicles daily, prioritize and triage any vehicle issues to allow service to operate without gaps due to lack of vehicle availability. The ability to capably operate multiple software platforms to ensure vehicles and their

records are being maintained to the standards set forth in this contract, and also state, local, and federal requirements.

- E. **Reservation and Dispatching Personnel** – The Contractor will be required to employ personnel to perform trip reservation and dispatching duties. These employees will be kind, efficient, knowledgeable, resourceful, innovative, and capable of assisting and diffusing all situations that are presented over both the phone and radio. They will maintain an exceedingly high level of professionalism and will be required to attend pertinent trainings no less than twice a year. The Contractor will ensure that there is staff in the Contractor's office at least one-half hour before the first scheduled pick-up, and at least one-half hour after the final scheduled drop-off. The Contractor is required to have a sufficient number of reservationists to ensure that customers' requests are handled promptly, seven (7) days per week.
- F. **On-Street Supervision** – The Contractor must provide personnel to conduct on-road, planned, and random supervision of driver performance and contractual compliance. Supervision must be on the street, performing no less than 10 documented unique operator/location observations and/or interactions per weekday. Road supervision must be “on-road” performing required duties between 6:00 am - 5:00 pm on weekdays and performing no less than 10 interactions on 4 unique weekend dates per month. These persons may perform other functions as well, such as, investigating accidents and assisting with the preparation of required reports.
- G. **Clerical and Support Staff** - The Contractor must have adequate clerical and support staff to perform administrative and non-operations assignments. Office staff will be required to attend pertinent trainings no less than twice per year and will be held to a professional standard at all times with both internal and external customers.
- H. **Safety/Training Manager** – The Selected candidate will have a background and job history to develop, implement, enforce industry standard and best practice safety and training procedures. The preferred candidate will have transit related knowledge and experience along with competency in but not limited to completing reports, new hire training, continuing education, enforcing policies, administering FTA drug and alcohol compliance as well as a focus on innovation of new and deployment of best practices to better serve our customers and staff.
- I. **Drivers** – The Contractor shall provide a sufficient number of drivers who have been properly trained in all aspects of the ADA Paratransit Services in order to ensure consistent, safe, and reliable operation of the services. The Contractor shall determine the number of drivers, and whether they are full-time or part-time employees. The Contractor shall make provisions for trained back-up drivers to insure consistent service delivery. The Contractor shall ensure that each driver has met the minimum requirements listed below:
 - 1. Drivers must possess a current Illinois Driver's License of the class required for the operation of the vehicle they are assigned to drive, and must possess any and all other licenses, permits, and/or endorsements required by applicable Federal, State, and Local regulations.
 - 2. A driver must have a safe driving record meets the following criteria prior to submitting an employment application to drive for this program.

- a. A driver may not have more than two (2) moving violations within the last twelve (12) months;
 - b. A driver may not have more than one (1) at-fault accident within the past two (2) years;
 - c. If her/his license has ever been suspended or revoked, a driver applicant must have two (2) full subsequent years with no violations;
 - d. A driver must have completed a criminal background check; and
 - e. A driver will be disqualified if convicted of a felony involving a violent crime and/or sexual abuse --especially but not exclusively--- if it was involving children, the disabled or senior citizens. Furthermore, any felony conviction within the past five (5) years disqualifies driver from employment.
- 3. Drivers must have passed a pre-employment drug screen, and participate in a U.S. Department of Transportation-compliant drug/alcohol testing program.
 - 4. Drivers shall be trained and qualified to operate any vehicle in the GPMTD paratransit and rural transit fleet.
 - 5. Drivers shall have an accurate timepiece on their person at all times, while in revenue service.
- J. Maintenance and Service Staff – The Contractor shall provide personnel to conduct any maintenance and service duties that are the responsibility of the Contractor and must adhere to requirements by state, local and federal governing bodies. These include staff, or a third party, to clean the vehicles and replenish the consumable fluids. The Contractor shall determine who performs these duties. Fluids will be mutually agreed upon and parts will be OEM or approved equal by district.

2-12.4 **Personnel Policies:** The Contractor shall implement effective personnel policies so as to be in compliance with all applicable Federal, State, and Local labor and regulatory provisions at all times.

- A. **Employee Compensation** - The GPMTD desires that the ADA paratransit service continue to be delivered without interruption or disruption. The GPMTD further recognizes the need for a consistent, highly qualified workforce to achieve this goal. The Contractor is encouraged to implement an employee compensation plan that will address this concern, and that will allow for consistent staffing of all required positions. The Contractor should address the subject of employee compensation in sufficient detail in the Proposal response, in order to permit the GPMTD to gauge the effectiveness of the Contractor proposed personnel retention program.
- B. **Uniforms and Appearance** - The GPMTD desires a professional and uniform image in order to enhance the paratransit service. To that end, the Contractor shall provide uniforms for all drivers to consist of, at a minimum:
 - i. matching uniform shirts with logo identifying the paratransit service (CityLift) and Rural Transit Service (CountyLink);

- ii. matching, solid-color uniform pants;
- iii. a uniform jacket with logo identifying the service; and
- iv. a professional-quality name badge/patch with company name and the driver's first name prominently displayed.

Drivers should wear appropriate footwear (closed heel and toe, low heel, slip resistant sole), and should not be permitted to wear any jewelry or other accessories that could interfere with the safe performance of their duties. Drivers must demonstrate good hygiene practices at all times.

- C. **Drug and Alcohol Testing** - The Contractor shall implement a program that is fully compliant with the Drug Free Work Place Act of 1988, and the Federal Transit Administration drug and alcohol testing regulations. Respondents are encouraged to include a copy of their drug and alcohol testing policies with the Proposal response, in order to evidence their understanding of, and compliance with, these programs.

Purchasing or consuming illegal substances or alcoholic beverages while in uniform shall not be allowed. It shall be the Contractor's responsibility to terminate involvement with the ADA Paratransit Program for any employee observed violating this policy.

- D. **Weapons** - When working for the ADA Paratransit Program, Contractor's employees may not have weapons in their possession, on premises, or in the vehicles.
- E. **Smoke-Free Environment** - The GPMTD promotes and supports a smoke-free work environment. Smoking will not be allowed in the vehicles or in the Contractor's facility at any time.
- F. **Digital monitoring of employee licenses** – Contractor will contract with a company or service at their own cost a system that offers a Driver's License Monitoring Solution. The Driver's License Monitoring Solution must provide continuous monitoring of all employees' driver's licenses that operate vehicles that are owned, leased, or otherwise controlled by the Greater Peoria Mass Transit District. The Driver's License Monitoring Solution shall send alerts to the contractor that will notify them of downgrades in medical certificate status, loss of Commercial Vehicle Driving Privileges, and all moving violations such as speeding, DWI, license suspensions, etc.

- 2-12.5 **Safety and Training**: The Contractor shall implement a comprehensive program to ensure the safety of the passengers of the ADA Paratransit and Rural Transit Services, the employees delivering the service, and the public. The Contractor's safety program shall be fully compliant with all applicable Federal, State, and Local regulations, including but not limited to, the Occupational Safety and Health Administration (OSHA).

Proposers are encouraged to provide a detailed description of their safety program in the proposal response, including descriptions of the key components of the program, and any employee motivational or incentive aspects associated with the program.

- A. **Drivers' Training** - The Contractor shall implement a comprehensive drivers' training program that will effectively prepare the drivers to provide safe and reliable service. All drivers' training must meet all Federal, State, and Local requirements and shall be presented by an instructor duly authorized to provide such training. The GPMTD

expects a minimum of eighty (80) hours of initial training. The GPMTD is also requiring that all operators receive refresher training annually. The driver-training program shall include, but not be limited to, the following minimum components. This is not exclusive, but provides a minimum basis for training:

1. Commercial Driver's License Standards;
2. Vehicle Components and Familiarization;
3. GPMTD Guidelines;
4. Service Area Familiarization;
5. Defensive Driving;
6. Radio Procedures;
7. Transporting Special Needs Passengers (Including Mobility Device Securement);
8. Passenger Awareness and Sensitivity;
9. Customer Service/ Passenger Relations;
10. Pre- and Post-Trip Requirements;
11. Emergency Procedures; and
12. Sensitivity Training.
13. FTA Drug & Alcohol Training; and
14. OSHA required training (Bloodborne Pathogens, Employee Right to Know, etc.)

The drivers' training program must include both classroom and behind-the-wheel components. In addition, drivers must receive on-going, in-service training totaling at least eight (8) hours per year, with at least one session presented each quarter. At least once every six (6) months, a supervisor, through an on-board evaluation check-ride, shall evaluate each driver. The Contractor shall also be required to conduct such an in-service evaluation of a driver, as requested by the GPMTD.

2-13 Service Delivery

- 2-13.1 **Reservations:** The Contractor shall provide qualified and trained personnel to answer and promptly respond to all telephone and TDD calls for trip reservations, cancellations, ride check status, service inquiries, email, fax, and general information requests. Furthermore, software expansion to cover self-scheduling, SMS scheduling, mobile fare collection, and other potential new technologies will also be handled by these professional staff.

Trip reservations may be made from fourteen (14) days in advance of the desired service day until 5:00 p.m. the day prior to the ride date. In conjunction with the scheduling procedures (discussed below), the Contractor will specify an organized procedure for the handling of trip reservation requests. These procedures should be included in the Contractor's proposal.

Reservations will be taken, at a minimum, from 8:00 a.m. to 5:00 p.m. daily, however, customer service is important and scheduling outside of those hours requested as dispatch staff are available and able to complete the request. Additionally, on any other non-business day prior to a service day, the Contractor must either provide a staffed reservations capability during the hours of 8:00 a.m. to 5:00 p.m., or provide an answering machine to accept trip requests. Recorded requests must be scheduled and confirmed with the passenger on the same day that the request is made.

Present reservation and dispatch call volume is such that three (3) individuals are needed to handle this function at certain times throughout the business day. The Contractor will determine the number of personnel to assign to this function. However, under this Contract, the GPMTD is requiring the Contractor to provide an Automatic Call Sequencer, which will permit the Contractor and GPMTD to monitor the volume of calls, time on hold, and abandoned calls. In addition, call recording and live call monitoring are required with both contractor and GPMTD staff having access for quality assurances. The GPMTD has established an average hold-time performance standard of two (2) minutes or less.

To be in compliance with the ADA, there may be no operational patterns or practices which significantly limit the availability of ADA paratransit services, which has been interpreted elsewhere to include the inability of clients to contact the reservation function without undue busy signals and long waits on hold.

Staffing levels will be such that these service requirements can be achieved.

2-13.2 **Scheduling**: The Contractor shall provide qualified and trained staff and a systematic procedure for the scheduling of requests for service.

The scheduling procedure must be able to efficiently accommodate advanced reservations up to fourteen (14) calendar days in advance of the trip, subscription trips, and as space permits, same-day requests. These procedures must also efficiently handle no-shows and same-day trip cancellations, and enable the scheduling staff to maximize the use of trip capacity with minimal notice. A written description of the Contractor's scheduling procedures shall be included in the Contractor's proposal.

The Contractor shall be responsible for the integration of subscription and advance reservation all trip requests into efficient vehicle trips, which maximize productivity. To the extent that subscription trips are organized into standing vehicle trips, the Contractor is responsible for the review of such routing on a continuous basis to ensure their efficiency and productivity. Such a review shall be completed at least monthly, and the GPMTD shall be provided copies of these routing reviews and information on their productivity, upon request.

The contractor will use district supplied software, currently district has license's for Mobilat. District is going out for bid on new provider and will have in place roughly the same time as contract expires.

2-13.3 **Dispatching:** The Contractor shall provide qualified and trained personnel to perform the following:

- A. Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- B. Assist drivers while they are in service to carry out the assigned trips on time, provide address assistance, and telephone passengers as needed;
- C. Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service, as needed, to ensure on-time performance in the most efficient manner;
- D. Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are handled and performed in accordance with GPTMD policies and procedures; and
- E. Dispatch staff shall provide continuous monitoring of assigned radio frequencies during all hours that Contractor vehicles are away from the Contractor's facility.

Dispatching staff is to be available from the time the first vehicle leaves the Contractor's facility until the last vehicle returns to the Contractor's facility, unless approved in advance by the GPTMD.

2-13.4 **Vehicle Operations:**

- A. **Service Provision** – The Contractor shall be responsible for anticipating required driver staffing levels and ensuring that sufficient trained and qualified drivers are available to operate scheduled services. This includes the establishment of procedures to cover unanticipated driver absences, late check-ins, and illnesses to minimize late pick-ups, missed trips, and the reassignment of trips. In most cases the GPTMD will give the Contractor at least two (2) weeks to respond to major changes requiring more drivers or major adjustments to work shifts. As little as twenty-four (24) hours advance notice may be given to respond to minor adjustments.
- B. **System Operations** - The services shall be operated door-to-door. The Contractor is responsible for grouping trips efficiently. Reservations must be confirmed with customers who do not have standing reservations.

The Contractor is required to complete all trips scheduled and accepted. Trip completion is defined as picking up and delivering a passenger within a comparable fixed route ride time for paratransit. Furthermore, rural and urban passengers should not spend more than 1.5 times a direct route would take for transport (i.e. A ride that would take 60 minutes direct, should not exceed 90 minutes in duration)

All trips must be completed as close to on time as possible. When scheduling trips, the Contractor must give the customer the exact time of pick-up. However, the trip will be considered as on time if the Contractor arrives no more than fifteen (15) minutes before or fifteen (15) minutes after the scheduled pickup time and no more than five (5) minutes after the scheduled drop-off time. An on-time rate of ninety-five percent

(95%) is required for all trips. The operator is to approach the door upon arrival and attempt to contact the rider, If the passenger is unable to be reached via door, the driver is to radio dispatch and dispatch is to call the phone numbers associated with the rider's profile, If rider does not approach the paratransit vehicle within five (5) minutes of arrival, within the designated window and is unable to be contacted via door or phone, the driver must notify the dispatcher for further instructions, but will be allowed to proceed on after dispatch approval. Furthermore, an operator may wait at a location longer than five (5) minute given that there are no constraints upon the driver, vehicle, or schedule that would disallow additional time spent at a location.

The GPMTD reserves the right to add other service requirements or modify existing requirements at any time upon notice to the Contractor.

The GPMTD will give major changes to the Contractor in writing. Minor adjustments, depending on the timeframe available, may be given verbally and then confirmed by a written memo.

- C. **Operational Policies and Procedures** - Contractor shall ensure that drivers perform their duties in compliance with policies and procedures established by the GPMTD. Such policies and procedures may be modified from time to time through bulletins, special notices, and verbal directives with input from the Contractor. The Contractor should ensure that drivers are trained thoroughly in GPMTD policies and procedures during the paratransit driver training.
- D. **Pre-Trip/Post-Trip Inspection Program** - The Contractor must establish and follow a pre-trip/post-trip inspection program. This program must involve a "walk-around" inspection of the vehicle before it is put into use and after it returns. This inspection must meet requirements of GPMTD, IDOT, and FTA. District is requiring a digital inspection and record retention process that the District staff will have access to.
- E. **Replenishment of Consumable Fluids** - The Contractor shall provide personnel to replenish the consumable fluids in all revenue vehicles. Consumable fluids include, at a minimum, windshield washer solvent, engine oil, and transmission fluid.
- F. **Vehicle Cleaning** – The Contractor must perform vehicle cleaning on a daily basis. This may be conducted by Contractor staff or a company retained by the Contractor to perform this work.

2-13.5 **Fare Policies:** Fares shall be determined by the GPMTD. Fare changes shall be made at the option of the GPMTD.

- A. The Contractor shall assure that each patron pays the appropriate fare prior to being provided transportation service.
- B. The Contractor's drivers, when requested by the GPMTD, shall hand out notices to passengers or otherwise render assistance to the GPMTD customer relations, promotion, and monitoring functions.
- C. All fares collected in the performance of the GPMTD ADA Paratransit Services and Rural Transit Services shall be the property of the GPMTD.

- 2-13.6 **Telephone and Internet Services:** The Contractor shall provide, sufficient telephone and internet services to support the appropriate operation of the ADA Paratransit Services and Rural Transit Services. GPMTD is requiring a VoIP internet solution with redundant ISP providers to ensure reliability. The telephone and internet systems and services must be capable of supporting all of the needs of the Contractor and the ADA Paratransit and Rural Transit patrons. These services include trip reservations, trip cancellations, TDD and facsimile capabilities, scheduling system integration live call monitoring, call recording and review, and other administrative functions including but not limited to record keeping, and reporting.

Should the Contract be terminated pursuant to the terms of the agreement, or at its expiration, all telephone numbers related to the operation and administration of ADA Paratransit Services and Rural Transit Services, with the exception of the Contractor's Administrative number, will be made available to the GPMTD at no cost.

- 2-13.7 **Radio Communications:** The GPMTD will provide voice radio communications equipment, services, and extended warranty for all assigned ADA Paratransit and Rural Transit vehicles, and the in-office dispatching position. Any non-warranty required maintenance will be the responsibility of the contractor. Radios are approximately three (3) years old. The GPMTD has a vendor that supplies this service. The Contractor will be responsible for contacting this vendor to request repairs to faulty equipment. The vendor will be responsible for disconnecting the defective device(s), repairing or replacing the defective part(s), and reconnecting the device(s).

Except as noted in Subsections 2-6.8 and 2-7.8, the installation and maintenance of all GPMTD-provided equipment will be completed at the GPMTD's expense.

- 2-13.8 **Emergency Procedures:** The Contractor shall develop, implement, and maintain formal procedures to respond to accidents, incidents, and service interruptions. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, and vehicles operating more than thirty (30) minutes behind the promised schedule.

In the event of an emergency or natural disaster, the Contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the GPMTD in mitigating such incidents. To the extent the GPMTD requires the Contractor to provide such emergency services and facilities, the Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services described in the Agreement. Further, the Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided, however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and the GPMTD following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

- 2-13.9 **Marketing and Public Information:** The GPMTD shall develop, produce, and supply to the Contractor all information and materials regarding ADA Paratransit Services eligibility, fare media, and rider notices as well as similar materials for Rural Transit Services. The Contractor shall distribute such information materials on the Paratransit vehicles and to major agency and organization offices, medical facilities, public offices and other agreed-upon points of distribution at no additional cost to the GPMTD. Additionally, the Contractor's manager and, upon occasion, staff may be requested to participate in local

events, planning meetings, and training. No additional compensation shall be due to the Contractor for such participation, unless hourly-compensated personnel are involved, in which case compensation will be agreed-upon prior to the event.

2-13.10 **Vehicle Maintenance and Cleaning:** The Contractor shall be responsible for all preventative and heavy maintenance of the vehicles required in connection with the operation of the ADA Paratransit and Rural Transit Services. The Contractor shall provide all labor, repairs, parts, supplies, and maintenance tools and equipment needed to fulfill these maintenance responsibilities. The Contractor also will supply the fuel (with option to purchase thru district at cost) and the personnel necessary to replenish the fuel for the paratransit vehicles. Additionally, the Contractor will provide towing service for any disabled GPMTD vehicles.

The Contractor will be responsible for the daily checking and replenishment of the consumable fluids of each vehicle. Furthermore, any fluids used in district vehicles will be mutually agreed upon by both parties.

The Contractor will be responsible for cleaning the vehicles. The Contractor will clean vehicle interiors on a daily basis. The Contractor will clean the exteriors of the vehicles, as needed, but not less than three (3) times per week. Proposers must address how they intend to clean vehicles in their Proposal, and summarize their Vehicle Cleaning Program.

The GPMTD will conduct periodic vehicle inspections and will require the Contractor to repair any vehicles with damage either to inside or out, repair mechanical defects, items that have general wear and tear that reach useful life (i.e. Tires), or in clean dirty vehicles upon request. Vehicles found to be in disrepair or dirty will be subject to penalties described elsewhere in this section of the RFP.

2-13.11 **Fleet Characteristics:**

- A. **Description of the Fleet** - Currently, the ADA Paratransit fleet consists of approximately thirty-six (36) vehicles and the Rural Transit fleet consists of fourteen (14) vehicles. All of the vehicles are 14-passenger with wheelchair positions. All are wheelchair lift-equipped, as well.
- B. **Fleet Replacement Schedule** - It is the goal of the GPMTD to replace its vehicles as soon as possible after completion of a seven-year service cycle or operation of 200,000 miles. Changes in availability of funding and/or fleet usage could result in modifications to this planned replacement schedule.
- C. **Daily Vehicle Inspection** - Each vehicle used in revenue service shall be inspected by the driver of that vehicle prior to departing the Contractor's facility. Any defects noted must be documented by the driver on the Daily Vehicle Inspection form, and all items of a serious or safety nature will be repaired prior to the vehicle entering service. The Contractor will be responsible for towing and repairing the vehicle. Each defect book shall be taken to the Contractor's office daily at the completion of the driver's assignment.
- D. **Accident/Incident Reports** – Accidents and incidents in any respect that are incidental to the GPMTD's vehicle or paratransit operations, regardless of its level of

significance, and all disturbances on paratransit vehicles, shall be immediately reported verbally to the GPMTD's Director of Safety/Security or his designee.

Written reports shall be submitted to GPMTD's Director of Safety/Security or his designee, as well as its Director of Special Services, by the affected employee within one (1) business day after such accident or occurrence.

- E. **Road Calls** – The Contractor will be responsible for all vehicle maintenance issues that arise in the field.

2-14 Facility and Equipment

2-14.1 Operating Facility

- A. **Facility Location** - ADA Paratransit Services and Rural Transit Services are operated throughout the service area and vehicles dispatched out of a particular site will travel to various locations throughout this area. The Contractor's administration, operations, and vehicle storage facility shall be located within the service area and the boundaries of the GPMTD. However, there are no other restrictions on site location. The proposed site location will be evaluated as to its overall functionality for administration, operations, and vehicle storage. Proposed facilities must be fully accessible and compliant with ADA requirements as well as provide proper space for storage, dispatch and reservations, training, maintenance, and any other.

The GPMTD reserves the right to provide, at any time during the term of this Contract, a facility for its specialized transportation services. In such event, the Contractor will relocate its operations to GPMTD's facility at GPMTD's expense, and continue providing paratransit transportation services without interruption. The Contractor will then lease GPMTD's facility with no rent payable and all subsequent monthly charges paid by GPMTD to the Contractor will be reduced by either the Contractor's actual rent AND operational savings (examples - Internet, insurance, site maintenance, etc.) or the amount allocated to the Contractor by GPMTD for rent, whichever is greater. Furthermore, the maintenance function could also reside at this facility and at which time, both parties will negotiate towards solution should an on-premise option for these services become a reality.

- B. **Administrative and Clerical Office Space** - The facility will have space suitable to accommodate the personnel necessary for operating the service, and to maintain and keep all necessary paratransit data and records. Contractor shall provide all furniture, furnishings and equipment including telephones and telephone service to operate out of the office space. Administrative areas and files shall be well organized.
- C. **Reservations, Scheduling, and Dispatching Area** - Suitable office space shall be dedicated and functionally organized to accommodate the Reservations, Scheduling, and Dispatching staff as needed, for the proper operation of both Services. Consideration should be given to ensuring efficient operation and supervision of these activities.

2-14.2 Telephone Equipment: The Contractor shall provide any and all telephone equipment necessary to connect and answer the service lines required for the ADA Paratransit Service

and Rural Transit Services (see Section 2-13.6 above), including but not limited to, the provision of equipment, installation, maintenance, and training.

The Contractor will be required to provide an Automatic Call Sequencer unit, which will answer all service request calls, hold the calls in a queue if they cannot be immediately answered by a reservation agent or scheduler, and cause the calls in queue to be answered in the order in which they were received. The Sequencer unit shall capture and allow for the reporting of data on telephone system performance, including, but not limited to:

- i. total calls received;
- ii. total of abandoned calls;
- iii. average time on hold; and
- iv. maximum time on hold.

The Contractor will also be required to provide TTY or other accessible formats including but not limited to: texting, e-mail, or relay services. In the event of a malfunction of telephone service or equipment affecting reservations and/or service delivery, the Contractor shall make reasonable efforts to report this event to the GPMTD immediately, arrange for repairs without delay, and make arrangements for interim telephone services. An example of an interim arrangement is using cell phones or VoIP internet-based calling, if possible.

2-14.3 Computer Hardware and Software: In order to provide effective administration and reporting, the Contractor shall provide computer equipment sufficient to accomplish these tasks. At a minimum, the Contractor shall supply all software and compatible hardware for the use of any supported version of Microsoft Office and windows operating systems.

The Contractor also shall be responsible for the provision of any computer hardware and software required for the operation of a scheduling system. Presently, the GPMTD owns Mobilitat software. This software will be made available to the Contractor and training will be completed during the transition period if a new vendor is selected

2-15 Data Collection and Reporting

2-15.1 General: The Contractor shall be required to collect, report, and maintain all Project records, as requested by the GPTMD. The Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the GPMTD pursuant to this RFP for a minimum of three (3) years following the date of final payment to the Contractor. This records retention requirement shall include drivers' daily trip sheets, dispatch logs, trip tickets and other reservations data, service logs, dispatch records, and any data summaries compiled by the Contractor, as well as all other financial books, records, and documents. Any duly authorized representative of the GPMTD shall have access to such records for the purpose of inspection, audit, and copying upon reasonable notice during the Contractor's normal business hours. All Project records prepared by the Contractor shall be owned by the GPMTD, and shall be made available to the GPMTD at no additional charge.

Summary reports shall be submitted to the GPMTD at the end of each month and shall be received no later than the Wednesday prior to the GPMTD Board Meeting of the following month. The format to be used for the monthly summaries shall be developed by the GPMTD, and must be prepared and submitted to the GPMTD in an electronic format compatible with the GPMTD's software (currently Microsoft Office products). Also,

hardcopies of the electronic data must be submitted to the GPMTD, no later than the Wednesday prior to GPMTD Board Meeting. The Contractor must review all information submitted to the GPMTD for errors and completeness, and must certify all data reported as being accurate.

2-15.2 Daily Records

A. **Driver manifest** – The Contractor shall develop and implement a daily manifest, to be completed by each driver on a route, which will capture all of the information required for the complete documentation of the service provided. The developed Driver manifest will be contained in the dispatch software.

1. Date of service;
2. Driver name and vehicle number;
3. Total daily passenger counts by passenger category;
4. Personal Attendant and mobility device/aid usage;
5. Passenger name, pickup and drop-off address and times (must indicate scheduled and actual times);
6. Odometer reading for each passenger pick-up and drop-off. The daily mileage for the vehicle, both in-service (first pickup to last drop-off) and total mileage (gate-to-gate/Deadhead). Mileage shall be recorded to the nearest tenth of a mile; and
7. Funding source (Example: Cash, Ticket, Charge)
8. Fare paid

B. **Daily Summary** - The Contractor shall produce a report that summarizes all of the daily operating data, which will be combined with all of the other daily summary reports for the month to create the monthly summary. The daily summary report shall indicate for each driver and vehicle shift the following information AND must be separated between the two services::

1. Total hours (gate-to-gate);
2. Total miles (Gate-to-gate), including start and ending odometer readings;
3. Total Dead head hours;
4. Total dead head miles;
5. Bid hours;
6. Revenue or billing hours, (first pick-up and last drop-off);

7. Revenue or billing miles, including start and end odometer reading (first pick-up and last drop-off);
8. Ride per hour average;
9. On time performance;
10. Rider per hour average;
11. Late trips;
12. Missed trips;
13. Accidents;
14. Denials;
15. No-Shows;
16. Incidents
17. Vehicle breakdowns or replacements with reason.

2-15.3 Monthly Reporting

- A. **Monthly Summary Report** – The Contractor shall prepare and submit to the GPMTD a monthly summary report documenting all operating data for the month. This report should include a brief commentary describing significant happenings affecting the service during the month, and a summary of all subsequent training. This summary report shall be submitted to the GPMTD no later than the Wednesday prior than the Board meeting following the end of the operating month. The Contractor shall use an electronic format for the reporting of the monthly summary operating information that is compatible with GPMTD's Information Technology System. The following information is required on a monthly basis **AND** must be separated between the two services:
 1. A summary of services provided;
 2. The Total Service Hours by Contract;
 3. A summary of trips by Contract, and any trip denials;
 4. Detailed reports of all contracted or billed trips;
 5. The accidents and incidents reported (the number of accidents and incidents, a brief description of each accident and incident, and what action was taken);
 6. The list of cancellations;
 7. The list of "no-shows";

8. The Total Revenue Service Miles;
 9. The Total Non-Revenue Service (Deadhead) Miles;
 10. The monthly listing of trips per passenger;
 11. A complete list of all trips with a number of late trips and missed trips;
 12. A list of all completed trips;
 13. A summary of all staff training that occurred during the previous month;
 14. A summary of DBE participation;
 15. A monthly driver performance monitoring report;
 16. Summary report of total number of calls, average service time, average wait time, average talk time, broken down by day, totaled and averaged for month end.
 17. Mileage comparison report – year over year with variance and percentage increase or decrease for current fiscal year
 18. Ridership comparison report – year over year with variance and percentage increase or decrease for current fiscal year
 19. Service hours comparison report – year over year with variance and percentage increase or decrease for current fiscal year
 20. Productivity comparison report – year over year with variance and percentage increase or decrease for current fiscal year
- B. **Accounting** - All costs incurred in connection with this project, and any relevant financial records and documents, shall be recorded in accounts separate from those used for other business activities, and in conformance with the guidelines of the GPMTD. The Contractor shall submit a monthly invoice to the GPMTD for the services rendered during the reporting period. The invoice shall be delivered to the GPMTD on later than the Wednesday before the Board meeting of the close of the billing cycle. Such back-up records and documents as are necessary for the GPMTD to verify the validity of the charges shall support invoices.
- C. **National Transit Database** - It shall be the responsibility of the Contractor to collect National Transit Database (NTD) data and other pertinent ridership information as requested by the GPMTD. The NTD requirements entail a high level of financial and operational data collection, including on-board operational data sampling (approximately one (1) per week) utilizing FTA-recommended sampling techniques or by collecting 100% of the data. The Contractor shall coordinate with, and provide required data to, the GPMTD, which is responsible for the preparation and submission of the Transit District's NTD report. All source documents shall be maintained by the Contractor for three (3) years following final payment, and may be audited by the FTA at any time within this period.

- D. **FTA Triennial Review** – The Contractor shall be required to support the GPMTD, as needed, in any Federal Transit Administration Triennial Reviews, which occur during the term of this Contract, including any extensions thereof. The Contractor’s support may include, but is not limited to, the following: collection of data, preparation of reports, participation in interviews and on-site data reviews, and investigation and preparation of responses to Triennial Review findings.
- E. **Other Reporting** – Any other state, federal or local reporting requirements as deemed necessary by GPMTD.

2-15.4 Collision Reporting

- A. **Definition of Collision** - A vehicle collision involves a GPMTD paratransit vehicle in which there are, or appear to be, injuries to passengers, Contractor employees, or the public, which do not require treatment by a medical professional or facility and/or property damage to GPMTD vehicles and/or to other vehicles or property of at least \$100, but less than \$5,000 in total value. This term also includes events not due to a vehicle collision, but which may have resulted in injury or suspected injury to passengers, which does not require treatment at a medical facility.
- B. **Incident** – An incident refers to occurrences, disturbances, and service disruptions that do not result in injury to passengers, Contractor employees, or the public, or damage to GPMTD vehicles or other property of less than \$100. In the event of an incident as defined herein, the Contractor’s General Manager shall prepare an internal record of such Incident, including, but not limited to:
 - i. the names of Contractor’s employees, passengers, and other individuals involved in or having knowledge of the event;
 - ii. the time, day, and location of the event; and
 - iii. a description of the event.

The Contractor, as specified in this Contract, shall maintain such record. Incidents shall be reported weekly to the GPMTD and incident reports shall be made available for GPMTD review and copying, upon request.

- C. **Major Collision** - A major collision or incident is one in which a GPMTD vehicle or passenger, which results in, or has the likelihood of resulting in the death of or injury requiring treatment or hospitalization to a passenger(s), Contractor employees, and/or the public, or damage to GPMTD vehicles, third party vehicles, or property exceeding a value of \$5,000.
- D. **Reporting** - In the event of a major collision, the Contractor’s General Manager or, in his/her absence, their designated alternate, shall notify the GPMTD’s Safety/Security Director, or the Assistant General Manager, by telephone or in person within one (1) hour of the occurrence, of the general nature of the event, with any details as are available at that time. A written preliminary accident report shall be due to the GPMTD within one (1) business day of such a major collision, and a final report detailing any Contractor corrective actions shall be due to the GPMTD within two (2) business days of the availability of any formal law enforcement report on the collision.

2-15.5 Service Monitoring: GPMTD will be granted un-filtered access to all vehicles and facilities to ensure proper delivery of service. While performing These duties, GPMTD

staff may monitor or sit in on: Vehicles in service, trainings, reservation or dispatch center, yard, etc. These observations. The Contractor agrees to cooperate with the GPMTD accommodating any and all GPMTD observation request.

The Contractor is also expected to implement an on-going system of performance monitoring in order to ensure service quality. Such activities should include both observed and unobserved road evaluations conducted by a member of the Contractor's management or supervisory staff. The Contractor may also utilize external resources to assist with the monitoring of service quality. The Contractor shall describe in detail in its Proposal response its plans for the provision of these service-monitoring activities. A monthly report should include the number of checks, when they took place, and the results.

2-16 Legal and Regulatory Compliance

In the performance of the services described herein, the Contractor shall be responsible for complying with all applicable Federal, State, and Local requirements including, but not limited to, those items contained in this RFP under – Federal Transit Administration (FTA) (Section 8) and Illinois Department of Transportation (IDOT) (Section 7) Requirements.

- A. **Federal Transit Administration/Illinois Department of Transportation** - All of the vehicles provided to the contractor for the performance of services described in this RFP were purchased by the GPMTD with financial assistance from the Federal Transit Administration (FTA) and the Illinois Department of Transportation. Any agreement arising from this RFP will be subject to the financial assistance contracts between the GPMTD and (i) the U.S. Department of Transportation, and (ii) the Illinois Department of Transportation, as well as all applicable regulations.
- B. **Drug and Alcohol Testing** - The successful contractor will be required to comply with FTA drug and alcohol testing regulations.
- C. **Americans with Disabilities Act** - All services provided under this Contract by the Contractor on behalf of the GPMTD shall comply with the applicable requirements of the Americans with Disabilities Act.
- D. **FTA National Transit Database (Section 15) Reporting Requirements** - The GPMTD is required by funding sources to submit accurate National Transit Database (Section 15) information to the FTA on a regular basis. The GPMTD is subject to severe financial penalties for failure to report auditable data. The Contractor is responsible for having or developing a working knowledge of said reporting requirements and to supply accurate financial and operating data that complies with these requirements. (Note: The Contractor shall be liable for the cost of any funding penalties imposed on the GPMTD due to the Contractor's failure to comply with the above-mentioned reporting requirements.)

2-17 Insurance

- A. During the term of this Contract, the Contractor shall purchase and maintain any insurance required by this Contract. The types and amounts of coverage necessary are noted in this RFP under Section 3.14 – Insurance Requirements. The Contractor shall furnish acceptable certificates of insurance to GPMTD within ten (10) days after award of this Contract, and prior to commencement of any Contract work. The Contractor shall indemnify and hold the GPMTD harmless from any liability or damages that GPMTD may incur due to the Contractor's failure

to purchase or maintain any required insurance, including reasonable attorney fees. The Contractor shall be responsible for the payment of all premiums and deductibles.

- B. The Contractor's insurances will be primary to any similar coverage covered by the GPMTD.
- C. All insurances will be placed with an "A" rated company or better.
- D. The Contractor shall furnish the GPMTD with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth in Section 5 of this RFP. Failure of the GPMTD to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the GPMTD to identify a deficiency from evidence that is provided, shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- E. The insurance required under this RFP shall:
 - 1. Include the GPMTD and its directors, officers, representative, agents, and employees as additionally insured persons with respect to work or operations connected with the Contract;
 - 2. Require the insurer to give the GPMTD not less than thirty (30) calendar days written notice prior to termination or cancellation of coverage.

2-18 Complaints

As a primary point of contact, the Contractor is required to have a customer complaint procedure that refers all complaints or concerns to designated GPMTD personnel for intake. The Contractor is responsible for the management and resolution of all complaints, which includes responding to customers. The Contractor is required to provide a written response to all complaints to the GPMTD within two (2) business days of each report. Under extraordinary circumstances, the Contractor may be required to provide either a written or verbal response to the GPMTD within twenty-four (24) hours. At GPMTD's discretion, the Contractor may provide a written response directly to the customer within two (2) business days. The GPMTD will cooperate with the Contractor in resolving complaints.

2-19 Inclement Weather

The Contractor will consult with the GPMTD on decisions on whether service will operate, or at what level it will operate, before altering service.

If severe weather is anticipated, the Contractor, with the GPMTD's concurrence, is responsible for taking the necessary steps to ensure that an adequate number of vehicles can be deployed. The Contractor is responsible for transporting all on-board passengers to a safe location(s).

2-20 Meeting Requirements

The Contractor's General Manager or her/his designated representative will be required to attend regularly scheduled GPMTD Board meetings (currently twelve (12) times a year), HSTP meetings, ADA committee meetings, and any other meetings deemed pertinent by GPMTD staff that are directly correlated to services provided in this RFP

2-21 Non-Performance Penalties

- A. Non-performance penalties in the amount of \$50 per day or part thereof per occurrence will be assessed for failure to submit preliminary accident reports within one (1) business day of accident occurrence.
- B. Non-performance penalties in the amount of twice the contracted rate per service hour will be assessed in the event the Contractor fails to perform the daily schedule or any part thereof.
- C. Non-performance penalties in the amount of \$25 per occurrence (A missed trip is considered any trip that arrives more than (twenty (20) minutes after the end of a window or not at all.) for any missed trips during performance of the daily schedule. The same penalty will apply to all trip denials and any early arrivals where vehicle arrives and departs before the pickup windows.
- D. Non-performance penalties in the amount of \$50 per day will be assessed for each instance a vehicle operator is not in possession of a valid driver's license, or if the driver holds a license not valid for the vehicle he/she is driving.
- E. Late Pick Up or Drop Off: If the Contractor is more than five (5) minutes late beyond the allowable pick-up window(Example 8:00 a.m. to 8:30 a.m. window, penalty assessed beginning at 8:35 a.m.) or if the Contractor is more than 5 minutes late for drop-offs, a charge of \$15.00 will be assessed per incident per rider. The late window is defined as five (5) minutes after window to twenty (20) minutes after end of window.
- F. Unclean Vehicle: The Contractor will be charged \$50 for each vehicle found to be dirty inside and out by the GPMTD. Cleanliness standards will be mutually agreed to by GPMTD and the Contractor.
- G. Failure to Respond to Complaints: The Contractor must respond in writing within 24 hours to customer's complaints. Failure to respond to a complaint within the required days will result in a \$100 charge per incident.
- H. Unauthorized Use of GPMTD Vehicles: Use of GPMTD vehicles for any purpose other than that described in this RFP or directly authorized in writing by GPMTD will result in a penalty of \$100 per vehicle per incident. Frequent violation of this provision is cause for termination of this Contract.
- I. Failure to provide complete monthly reports on the scheduled date will result in a penalty of \$100 per incident.
- J. Failure to maintain a daily on-time performance of 95% per service will result in a penalty of \$100 per day,
- K. Failure of an operator to wear a proper uniform will result in a penalty of \$20 per incident.
- L. Failure to meet the required RPH standards of 2.25 CityLift and 2.0 CountyLink will result in performance penalty of \$1,200 per month for CityLift and \$400 per month for CountyLink.
- M. Failure to repair vehicle within required timeframes, exceptions are parts out of stock (with documentation) or 3rd party repair timeline exceeds agreed upon timeframe. Parts cost indicate timeframe. Penalty of \$50 per day.

- a. Under \$500 – 1 week
- b. \$500 to 1500 – 2 weeks
- c. \$1500 and up - 4 weeks

2-22 Project Direction

The General Manager or other person so appointed by GPMTD will have responsibility for the direction, review, and approval of all services and will represent the GPMTD in this Project. The Director of Mobility or other person so appointed by GPMTD will carry out day-to-day liaison, coordination, and monitoring of the Contractor's performance

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Proposals

The GPMTD reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on the GPMTD website and will be furnished to the Proposer's email address submitted on the Contractors Registration Form. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the GPMTD's opinion, shall enable Proposers adequate time to revise their proposals.

GPMTD reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

GPMTD reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

3-3 Clarification of Proposals

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

3-4 Approved Equals

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GPMTD on the provided form (Attachment D) and this request will be approved or rejected by GPMTD at least seven (7) calendar days prior to the due date of proposals. Requests for approved equals and clarification of specifications must be received by GPMTD in writing a minimum of fifteen (15) days before the proposal opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to GPMTD to determine whether the Proposer's product is or is not equal to that specified.

3-5 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at GPMTD's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

3-6 Errors and Administrative Corrections

GPMTD will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by GPMTD. GPMTD reserves the right to request an extension of the proposal period from a Proposer or Proposers.

GPMTD reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

3-7 Compliance with RFP Terms and Attachments

GPMTD intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

GPMTD may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected, may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if GPMTD determines that a Contract in the best interest of GPMTD may be achieved. The Notice of Exception will be used as part of GPMTD's evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid proposal will be interpreted by GPMTD as the proposer's acceptance of the form agreement provided herein.

3-8 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

If GPMTD determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. GPMTD's determination shall be final.

3-9 Pricing, Taxes and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of GPMTD. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all freight charges, FOB to the designated delivery points.

GPMTD is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing companies/firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

3-10 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, GPMTD may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in GPMTD's best interests. Proposal alternatives must be clearly identified.

3-11 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-12 Exclusionary or Discriminatory Specifications

GPMTD agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. GPMTD further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-13 Protest Procedures

Pre-Proposal Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Board Chair may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Board Chair as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Board Chair shall be the final agency decision on the matter.

Pre-Award Protests:

With respect to protests made after the deadline for submission of bids/proposals but before contract award by GPMTD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process.

Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by GPMTD.

The Board Chair, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that GPMTD shall announce the contract award.

The decision by the Board Chair shall be the final agency decision on the matter.

Requirements for Protests:

All protests must be submitted to GPMTD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by GPMTD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair at the address shown in the solicitation documents.

Protest Response:

The Board Chair shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, GPMTD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official GPMTD response to the protest and GPMTD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

3-14 Insurance Requirements

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to GPMTD.

3-14.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the State of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name GPMTD as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies. Insurance policies shall be endorsed to give GPMTD 30 day's written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, GPMTD retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to GPMTD within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by GPMTD. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to GPMTD. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of GPMTD or its representative.

3.14.2 Required Coverages

The Contractor agrees to provide the following coverages:

- A. **Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate Limit	\$2,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

- B. **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Owned, Hired or Non Owned (Per Accident)	\$5,000,000
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GPMTD for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to GPMTD owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

- C. **Workers Compensation**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

Workers Compensation Waiver. To the fullest extent permitted by law, Contractor expressly (a) waives the benefits, for itself and all subcontractors of the provisions of any applicable workers compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees, and expressly (b) assumes proportionate liability in that regard. Contractor also waives any rights and/or claims for subrogation and/or reimbursement by lien or otherwise for itself, and all Subcontractors to recover from GPMTD any amounts paid under any applicable workers compensation law by Contractor, any Subcontractor or their respective workers' compensation insurers.

D. **Sexual Abuse and Molestation (SAM) Liability**

Each Occurrence or Claim

\$1,000,000

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Greater Peoria Mass Transit District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Greater Peoria Mass Transit District.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Greater Peoria Mass Transit District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Greater Peoria Mass Transit District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Greater Peoria

Mass Transit District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Greater Peoria Mass Transit District.

Waiver of Subrogation

Contractor hereby grants to the Greater Peoria Mass Transit District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Greater Peoria Mass Transit District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Greater Mass Transit District has received a waiver of subrogation endorsement from the insurer.

Self-Insurance

Self-Insurance retentions must be declared to and approved by the Greater Peoria Mass Transit District. The Greater Peoria Mass Transit District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorses to provide, that the self-insured retention may be satisfied by either the named insured or the Greater Peoria Mass Transit District.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than, unless otherwise acceptable to the Greater Peoria Mass Transit District.

Verification of Coverage

Contractor shall furnish the Greater Peoria Mass Transit District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Greater Peoria Mass Transit District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Greater Peoria Mass Transit District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The Greater Peoria Mass Transit District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

GPMTD shall employ the qualification-based selection in a negotiated purchase method in making the award for this procurement. Technical information and price information will be evaluated.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. GPMTD expects all offerors to fully cooperate with its evaluation process.

4-2 Eligibility for Award / Preliminary Proposal Review

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The completeness of the proposal,
- The Proposer has submitted proposal on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a nonresponsive proposal and said proposal will be rejected in its entirety.

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

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

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

4-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. GPMTD may then select the proposal that is considered to be the most advantageous to GPMTD.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the costs and quality associated with this service. Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of GPMTD, best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. As such, the proposal that is evaluated by an evaluation team member as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

- Technical Proposal/Project Approach – 20%
- Prior Performance and Experience on Similar Projects – 20%
- Organizational Capabilities – 20%
- References/Reputation – 20%
- Price Proposal – 20%

The Qualification & Capabilities Criteria will be evaluated based on the following:

- Proposers Qualification, Reputation and Financial Responsibility:
Technical experience in performing work on services of similar nature; Experience working with public agencies; Financial stability and strength; Competency of subcontractors; assessment by client references; References with demonstrated success in providing similar services; Reputation for providing high-quality products and services.
- Prior Performance and Experience on Similar Projects:
The Proposer shall submit a complete list of clients in the United States within the past two (2) years that have awarded the Proposer contracts for similar services. The information shall describe the contract, including U.S. dollar value, number of vehicles, annual passenger trips, number of years the company has held the contract, and the current contract start date. Any situation in which claims for damages have or are being made against the Proposer, a contract has been canceled, or a claim has been made on a surety bond, must be clearly explained. A contact person's name and phone number from each procuring agency must be provided. Beyond product and service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. Additionally, GPMTD is seeking the ability of the Proposer to demonstrate a history of providing high quality customer service, as quality is a vital review component.
- Organizational Capabilities:
Professional personnel assigned to the operation of the services will be measured by experience and education, with particular reference to experience on similar projects as that described in the RFP. Significant emphasis will be placed on the qualifications of the General Manager candidate, the Proposer's ability to complete work in a timely manner, the size of the firm relative to the size of the project, the proposed project staff resources, and the proposed use of subcontractors.
- References/Reputation:
The references and reputation within the industry as well as the proposed staffing.
- Price Proposal
Price is an important determinant for award, but not the sole consideration. Price shall be

evaluated on its overall relationship to being the most advantageous and favorable for GPMTD. Prompt payment discounts offered to GPMTD for paying within 10 days of receipt of invoice will also be considered.

Refer to Section 1-4 for additional information related to the evaluation criteria.

The Scope of Work, as amended through the request for exception process, and any addenda thereto, will set forth the minimum requirements of the service GPMTD requires through this procurement.

The award of this contract shall be made to the proposer whose proposal, in the opinion of GPMTD, best meets the established criteria listed herein.

4-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

4-6 Negotiations

GPMTD may undertake concurrent negotiations with proposers determined to be within a competitive range. GPMTD does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by GPMTD if, in the sole opinion of GPMTD, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by GPMTD. Negotiations may be entered into with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, GPMTD may initiate negotiations with the next ranking proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. The GPMTD may elect to submit a revised cost as part of the negotiation process based on current market values.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to GPMTD's Board of Trustees as the successful proposer for award.

4-7 Contract Award

Contract award, if any, will be made by GPMTD to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to GPMTD with respect to operational plan, quality, and other factors as evaluated by GPMTD. GPMTD shall have no obligations until a Contract is signed between the Proposer and GPMTD.

Contract award will occur when GPMTD signs the Contract or issues a purchase order. No other act of GPMTD shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

4-8 Execution of Contract and Notice to Proceed

The Proposer to whom GPMTD intends to award the Contract shall sign the Contract and return it to GPMTD. Upon authorization by GPMTD's Board of Trustees, or designee, the Contract will be countersigned. Upon receipt by GPMTD of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

4-9 Public Disclosure of Proposals

GPMTD is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all proposals submitted to GPMTD will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA. It is GPMTD's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of GPMTD.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

This Contract is between GPMTD and the Contractor who will be responsible for providing the goods and/or performing the services described herein. GPMTD is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Administrator appointed by GPMTD. Reports and data required to be provided by Contractor shall be delivered to the Procurement Administrator. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Administrator for response.

5-2 Notification of Delay

Contractor will notify GPMTD's Procurement Administrator as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by GPMTD's Procurement Administrator to make a decision of any request for extension. GPMTD's Procurement Administrator will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. GPMTD's Procurement Administrator will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to GPMTD for its prior written approval and GPMTD will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by GPMTD will constitute a Change Order unless confirmed in writing by GPMTD.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, GPMTD's GM or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than GPMTD's GM or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

GPMTD reserves the right to conduct a cost or price analysis for any purchase. GPMTD may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. GPMTD may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow GPMTD to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and GPMTD reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GPMTD reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

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

5-8 Force Majeure

The timely receipt of GPMTD's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, GPMTD may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. GPMTD may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from GPMTD for the delays caused by damage to Contractor's and/or GPMTD's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify GPMTD in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and GPMTD laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by GPMTD in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to GPMTD certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and GPMTD, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as GPMTD determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply GPMTD with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. GPMTD may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to GPMTD by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of GPMTD. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

GPMTD may assign its rights and obligations under the Contract to any successor to the rights and functions of GPMTD or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent GPMTD deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend GPMTD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns (“Indemnitees”), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys’ fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor’s employees or any Subcontractor’s employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of GPMTD by or involving GPMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against GPMTD for GPMTD’s own negligence or fault.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in the County of Peoria, Illinois and the Federal Transit Administration if applicable.

5-14 Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney’s fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

5-15 State Officials and Employees Ethics Act

Greater Peoria Mass Transit District has adopted a policy to adopt the State Officials and Employees Ethics Act. These policies shall apply to GPMTD employees involved in procurement. It is a breach of ethical standards for any GPMTD employee to participate directly or indirectly in a procurement when the employee knows:

- The employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee’s

- immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Trustees, or other Greater Peoria Mass Transit District employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to GPMTD and take action immediately to eliminate the conflict or to withdraw from this Contract, as GPMTD may require.
- B. Contingent Fees and Gratuities – Contractor, by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted:
1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GPMTD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

5-17 Conflicts of Interest – Current and Former Employees

GPMTD seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former GPMTD employees in transactions with GPMTD. Consistent with this policy, no current or former GPMTD employee may contract with, influence, advocate, advise, or consult with a third party about a GPMTD transaction, or assist with the preparation of Bids submitted to GPMTD while employed by GPMTD or within one (1) year after leaving GPMTD's employment, if he/she participated in determining the work to be done or process to be followed while a GPMTD employee.

Furthermore, no member, officer, or employee of GPMTD during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds

thereof.

5-18 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. GPMTD does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-20 Non-waiver of Breach

No action or failure to act by GPMTD shall constitute a waiver of any right or duty afforded to GPMTD under the Contract; nor shall any such action or failure to act by GPMTD constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by GPMTD in writing.

5-21 Use of GPMTD's Name in Contractor Advertising or Public Relations

GPMTD reserves the right to review and approve all GPMTD-related copy prior to publication. Contractor will not allow GPMTD-related copy to be published in Contractor's advertisements or public relations programs until submitting GPMTD-related copy and receiving prior written approval from GPMTD's General Manager. Contractor will agree that published information on GPMTD or its program will be factual, and in no way imply that GPMTD endorses Contractor's firm, service, or product.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the firm fixed prices agreed to by GPMTD. The Contract(s) issued by GPMTD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

6-2 Contract Documents and Precedence

The documents constituting the Contract between GPMTD and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by GPMTD;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by GPMTD as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by GPMTD; and
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed and execution of the Agreement. The Contract Term is defined in Section 2-10.1, Term of the Contract.

6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices upon delivery of goods ordered by GPMTD. Such invoices shall be computed in accordance with the fee schedule agreed to by GPMTD and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by GPMTD. Each invoice shall contain Contractor's list of items delivered. Contractor also agrees to supply, with each invoice, additional information as may be requested by GPMTD.

Invoices should clearly identify the GPMTD purchase order number and any prompt payment discount offered to GPMTD for paying within ten (10) days of receipt. GPMTD may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. GPMTD may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

Greater Peoria Mass Transit District
Accounts Payable
2105 NE Jefferson Street
Peoria, IL 61603

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

6-6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the GPMTD, no later than thirty (30) calendar days after the Contractor has received payment from the District for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from District, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by GPMTD's General Manager or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

The District will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with District of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by the District) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with District, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

6-7 Price Adjustments

Price adjustments either upward or downward may be negotiated only at the time of renewal unless GPMTD requests a contract modification.

6-8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. GPMTD shall reject requests for additional compensation for freight charges.

6-9 Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized GPMTD-related facility, and will be determined at the time of order at the sole discretion of GPMTD.

6-10 Summary Report

Contractor shall, if requested, submit to GPMTD a quarterly report of services provided to GPMTD under this Contract. The report, in a format acceptable to GPMTD, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-11 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by GPMTD shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to GPMTD by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with GPMTD in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

6-12 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge

shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-13 Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Contractor or GPMTD discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by GPMTD, correct the defect, error, or nonconformity.

Notice Required – GPMTD shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, GPMTD, in its sole discretion, may correct the defect itself. In the case of an emergency where GPMTD believes delay could cause serious injury, loss, or damage, GPMTD may waive the written notice and correct the defect. In either case, GPMTD shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who actually corrects the defect.

6-14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-15 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Greater Peoria Mass Transit District
Procurement Administrator
2105 NE Jefferson Avenue
Peoria, IL 61603

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-16 Non-Disclosure of Data

Data provided by GPMTD either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the GPMTD data in any form without the prior express written approval of GPMTD.

6-17 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked “Confidential,” “Proprietary,” or “Business Secret.” Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor’s own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from GPMTD or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to GPMTD’s or the third party’s confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies GPMTD that the third party of such requirement prior to disclosure.

6-18 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to GPMTD pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as “Confidential,” “Proprietary,” or “Business Secret.” If a request is made for disclosure of any such document, GPMTD will determine whether the document should be made available under the law. If the document or parts thereof are determined by GPMTD to be exempt from public disclosure, GPMTD will not release the exempted document. If the document is not exempt from public disclosure law, GPMTD will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, GPMTD will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against GPMTD on account of actions taken under such procedure.

6-19 Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of GPMTD. Contractor shall surrender all such data to GPMTD prior to submitting an invoice for final payment.

6-20 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by GPMTD, furnish acceptable proof of a proper release from all such fees or claims.

6-21 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-4, Contract Changes/ Change Order Procedure.

6-22 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

6-23 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between GPMTD and the Prime Contractor.

SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

7-1 Interest of Members of in Congress

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

7-2 Prohibited Interests

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

7-3 Contract Changes

Any proposed change in this contract shall be submitted to the GPMTD for its prior approval.

7-4 Escalation

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

- Procurement for rail vehicles, where the contract price exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on “price at time of shipment” have historically been used.

7-5 Equal Employment Opportunity

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7-6 Financial Assistance

This contract is subject to financial assistance contracts between the GPMTD and the United States Department of Transportation.

7-7 Audit and Inspection of Records

The contractor shall permit the authorized representatives to the GPMTD and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

7-8 Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by the GPMTD.

7-9 Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred for a minimum of three (3) years after the completion of the contract.

7-10 Ownership of Records

The GPMTD shall retain ownership of all plans, specifications, and related documents

SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

8-1 No Obligation by the Federal Government

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

8-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

8. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to

49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

9. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
10. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
11. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
12. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
13. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
14. FTA does not require the inclusion of these requirements in subcontracts.

8-4 Changes to Federal Requirements

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8-5 Termination Provisions

- a. **Termination for Convenience (General Provision)**) The GPMTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid for the work it has completed consistent with its contract requirements. No contract close-out costs and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to the GPMTD, the Contractor will account for the same, and dispose of it in the manner the GPMTD directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the GPMTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the GPMTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the GPMTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The GPMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to GPMTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from GPMTD setting forth the nature of said breach or default, GPMTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GPMTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that GPMTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GPMTD shall not limit GPMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience of Default (Cost-Type Contracts)** The GPMTD may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the GPMTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GPMTD, or property supplied to the Contractor by the GPMTD. If the termination is for default, the GPMTD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the GPMTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the GPMTD, the Contractor shall be paid as provided for in Section 8-5 (a).

8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8-7 Disadvantaged Business Enterprise (DBE) Participation

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal for DBE participation has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GPMTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the GPMTD. In addition, is required to return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- e. The contractor must promptly notify the GPMTD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the GPMTD.

8-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8-9 Suspension and Debarment

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

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

8-10 Disputes, Breaches, Defaults, or Other Litigation

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GPMTD's General Manager. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by GPMTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the GPMTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the GPMTD is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the GPMTD or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8-11 Disclosure of Lobbying Activities.

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

8-12 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-14 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8-15 Cargo Preference

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8-16 Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8-17 Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Recipient also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

	<u>Vendor Check-Off</u>	<u>GPMTD Check-Off</u>
Cover Letter	_____	_____
Request For Proposal Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification/ Approved Equals	_____	_____
Attachment E: Certification Regarding Debarment and Suspension	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Compliance with Federal Lobbying Regulations	_____	_____
Attachment H: Firm Data Sheet	_____	_____
Attachment I: DBE Good Faith Effort (Information Sheet)	N/A	N/A
Attachment J: DBE Letter of Intent	_____	_____
Attachment K: DBE Affidavit	_____	_____
Attachment L: DBE Unavailable Certification	_____	_____
Attachment M: Prompt Payment Affidavit	_____	_____
Attachment N: ADA Paratransit and Rural Transit Vehicles (Acknowledgement Only)	_____	_____
Attachment O: Indemnity and Insurance Requirements	_____	_____
Attachment P: Proposal Pricing Form	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C – Addendum Page

The undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D – Request for Clarifications / Approved Equals

Date: _____

Proposing Company: _____

Section of the RFP: _____ Page Number: _____

Proposer's Request: _____

GPMTD Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____ Date: _____

ATTACHMENT E - Certification Regarding Debarment and Suspension

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

Authorized Official: _____

Signature: _____

Date: _____

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT F – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition;
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT G – Certifications of Compliance with Federal Lobbying Regulations

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Company Official

Date

Official's Title

ATTACHMENT H – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below **for all firms on the project team, both prime and subcontractors**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by IDOT
 N = Not DBE-Certified by IDOT

NA = Firm Not Claiming DBE Status
 IP = DBE-Certification In-Process

ATTACHMENT I – Good Faith Effort
(For information only – not to be returned)

1. The GPMTD has established a ten percent (10.0%) goal for Disadvantaged Business Enterprise (DBE) participation for this contract. Therefore, a proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. The GPMTD will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the GPMTD to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The GPMTD will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, GPMTD's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.
3. The GPMTD will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good-faith was made. The rule specifically prohibits the GPMTD from ignoring bona fide good-faith efforts.
4. The following is a list of types of actions that the GPMTD will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.
 - b. The DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

ATTACHMENT I – Good-Faith Effort (Continued)

- e. Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals from DBEs in the Contractor's efforts to meet the project goal.
- g. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.
- h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT J – DBE Letter of Intent

To: _____
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GPMTD.

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT K – DBE Affidavit

State of _____

Date: _____

County: _____

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

(Name of Official)

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT L – DBE Unavailable Certification

I, _____, the _____
 (Name) (Title)
 of _____ certify that on _____
 (Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a proposal to perform the following work item(s):

<u>DBE Organization</u>	<u>Work Items Sought</u>	<u>Form of Proposal Sought (i.e., materials, materials & labor, labor only, etc.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal, for the following reason(s):

Signature: _____ Date: _____

_____ was offered an opportunity on _____
 (Name of Disadvantaged Business Enterprise) (Date)

by _____ to submit a proposal to perform the above identified work.
 (Proposer)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

Signed: _____
 (Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

ATTACHMENT M – Prompt Payment Affidavit

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

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

- (1) The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from the District for that work.
- (2) The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after the GPMTD has released retainage to the Contractor for that portion of the work.
- (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by GPMTD’s General Manager or his/her designee.
- (4) The undersigned understands and agrees that the GPMTD will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the GPMTD the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

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

_____ Signature	_____ Company Name
_____ Official’s Name and Title	_____ Date

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

_____ Signature	_____ Company Name
_____ Official’s Name and Title	_____ Date

ATTACHMENT N – ADA Paratransit and Rural Transit Vehicles

The below listed vehicles are as of June 1, 2020.

FLEET #	VIN	YEAR	MAKE	MODEL	CONDITION E-Excellent, G-Good, F-Fair, P-Poor	Status
ParaTransit - ADA Vehicles						
132	1GB3G3BG3E1115606	2014	CHEVY	TURTLE TOP	F	Active
133	1GB3G3BG7E1116015	2014	CHEVY	TURTLE TOP	F	Active
134	1GB3G3BG7E1174061	2014	CHEVY	TURTLE TOP	F	Active
135	1GB3G3BG3E1173098	2014	CHEVY	TURTLE TOP	F	Active
138	1GB3G3BG9E1173753	2014	CHEVY	TURTLE TOP	F	Active
201	1FD4E4F3HDC51297	2017	FORD	CHAMPION CHALLENGER	G	Active
202	1FD4E4F3HDC51293	2017	FORD	CHAMPION CHALLENGER	G	Active
203	1FD4E4F3HDC51296	2017	FORD	CHAMPION CHALLENGER	G	Active
204	1FD4E4F3HDC51294	2017	FORD	CHAMPION CHALLENGER	G	Active
205	1FD4E4F3HDC51295	2017	FORD	CHAMPION CHALLENGER	G	Active
206	1FD4E4F3HDC51298	2017	FORD	CHAMPION CHALLENGER	G	Active
207	1FD4E4F3HDC51299	2017	FORD	CHAMPION CHALLENGER	G	Active
208	1FD4E4F3HDC51300	2017	FORD	CHAMPION CHALLENGER	G	Active
209	1FD4E4F3HDC51301	2017	FORD	CHAMPION CHALLENGER	G	Active
210	1FD4E4F3HDC52682	2017	FORD	CHAMPION CHALLENGER	G	Active
211	1FD4E4F3HDC52683	2017	FORD	CHAMPION CHALLENGER	G	Active
212	1FD4E4F3HDC52684	2017	FORD	CHAMPION CHALLENGER	G	Active
213	1FD4E4F3HDC51302	2017	FORD	CHAMPION CHALLENGER	G	Active

ATTACHMENT N – ADA Paratransit and Rural Vehicles (Continued)

FLEET #	VIN	YEAR	MAKE	MODEL	CONDITION E-Excellent, G-Good, F-Fair, P-Poor	Status
214	1FDFE4FS5HDC51303	2017	FORD	CHAMPION CHALLENGER	G	Active
215	1FDFE4FS7HDC51304	2017	FORD	CHAMPION CHALLENGER	G	Active
216	1FDFE4FS9HDC51305	2017	FORD	CHAMPION CHALLENGER	G	Active
217	1FDFE4FS0HDC51306	2017	FORD	CHAMPION CHALLENGER	G	Active
218	1FDFE4FS2HDC51307	2017	FORD	CHAMPION CHALLENGER	G	Active
219	1FDFE4FSFHDC51308	2017	FORD	CHAMPION CHALLENGER	G	Active
220	1FDFE4FS6HDC52685	2017	FORD	CHAMPION CHALLENGER	G	Active
221	1FDFE4FS6HDC51309	2017	FORD	CHAMPION CHALLENGER	G	Active
222	1FDFE4FS2HDC51310	2017	FORD	CHAMPION CHALLENGER	G	Active
223	1FDFE4FS4HDC51311	2017	FORD	CHAMPION CHALLENGER	G	Active
224	1FDFE4FS6HDC51312	2017	FORD	CHAMPION CHALLENGER	G	Active
225	1FDFE4FS8HDC51313	2017	FORD	CHAMPION CHALLENGER	G	Active
226	1FDFE4FSXHDC51314	2017	FORD	CHAMPION CHALLENGER	G	Active
227	1FDFE4FS7HDC62223	2017	FORD	CHAMPION CHALLENGER	G	Active
228	1FDFE4FS9HDC62224	2017	FORD	CHAMPION CHALLENGER	G	Active
229	1FDFE4FS0HDC62225	2017	FORD	CHAMPION CHALLENGER	G	Active
230	1FDFE4FS4HDC62227	2017	FORD	CHAMPION CHALLENGER	G	Active
231	1FDFE4FS5HDC62222	2017	FORD	CHAMPION CHALLENGER	G	Active
# of Vehicles	36					

ATTACHMENT N – ADA Paratransit and Rural Vehicles (Continued)

FLEET #	VIN	YEAR	MAKE	MODEL	CONDITION E-Excellent, G-Good, F-Fair, P-Poor	Status
ParaTransit - Rural Vehicles						
8115	1FD FE4FS0BDB22621	2012	FORD	E450 - EL DORADO	P	Contingency
8118	1FDEE4FL0EDA86342	2014	FORD	E450 - STARCRAFT	G	Active
8119	1FDEE4FL1EDA86320	2014	FORD	E450 - STARCRAFT	G	Active
8120	1FDEE4FL2EDA86357	2014	FORD	E450 - STARCRAFT	G	Active
8121	1FD FE4FSXGDC04203	2016	FORD	E450 - STARCRAFT	G	Active
8124	1GBDV13WX8D127002	2008	CHEV	UPLD MINI VAN	P	Contingency
8127	1FD FE4FS0GDC06476	2016	FORD	E450 - STARCRAFT	G	Active
8128	1FD FE4FS5GDC06490	2016	FORD	E450 - STARCRAFT	G	Active
8129	1FD FE4FS3GDC06472	2016	FORD	E450 - STARCRAFT	G	Active
8130	1FD FE4FS7GDC06488	2016	FORD	E450 - STARCRAFT	G	Active
8131	1FD FE4FS9GDC06492	2016	FORD	E450 - STARCRAFT	G	Active
8132	1FD FE4FS0GDC06493	2016	FORD	E450 - STARCRAFT	G	Active
8133	1FD FE4FS9JDC36437	2018	FORD	E450 - STARCRAFT	E	Active
8134	1FD FE4FS1JDC36478	2018	FORD	E450 - STARCRAFT	E	Active
# of Vehicles	14					

ATTACHMENT O – Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Greater Peoria Mass Transit District (GPMTD). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by GPMTD.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor’s liability under this agreement. The full coverage and limits afforded under Contractor’s policies of Insurance shall be available to GPMTD and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to GPMTD.
3. Contractor shall furnish the GPMTD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to GPMTD before work begins. GPMTD reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION:

Contractor shall hold harmless, defend, and indemnify GPMTD and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the GPMTD.

II. INSURANCE

All insurance required except for worker’s compensation shall be endorsed to add **Greater Peoria Mass Transit District**, it’s officials, Board members, employees, agents and volunteers to be added to all liabilities policies as additional insureds. The contractor’s insurer will provide at least 30 days written notice of cancellation.

I have read and understand the above requirements and agree to be bound by them for any work performed for the GPMTD.

Authorized Signature: _____ Date: _____

Printed name: _____

ATTACHMENT P – Proposal Pricing Form

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations. **Detailed cost information shall be attached and meet the requirements as described in the Proposal.**

	COST
Initial Contract:	\$
12/01/2020 through 11/20/2021	
12/01/2021 through 11/20/2022	
12/01/2022 through 11/20/2023	
12/01/2023 through 11/20/2024	
12/01/2024 through 11/20/2025	
Total Initial Five (5) Year Contract	
Options Years (Two (2) One (1) Year):	
12/01/2025 through 11/20/2026	
12/01/2026 through 11/20/2027	

Signature

Company Name

Official's Title

Address

Date

Telephone Number