

## Request for Proposals

# RFP-23-02

for the River Valley Metro Mass Transit District's

## Service Coordination Analysis

Proposals shall be submitted with the needed form(s) and returned to the office of:

River Valley Metro Mass Transit District  
Attn: Siron Sims, CEO  
1137 E. 5000N Road  
Bourbonnais, Illinois 60914

Issue Date.....June 20, 2024

Final Date to Request Clarifications or Changes.....July 12, 2024

Bid Due Date.....July 18, 2024

All Proposal envelopes must be clearly marked with the above statement written on the outside of the Proposal packet. River Valley Metro Mass Transit District assumes no responsibility for unmarked envelopes being considered for award. Only one (1) proposal per envelope. An authorized company representative is required to sign in ink the Proposal signature form. Any Proposal not containing the signature form will be automatically rejected. It is requested that completed Proposals be either typewritten or handwritten in black ink only. Electronic Copies or Facsimiles will not be considered. Proposals received after the time the bids are due will not be considered for award and will be returned unopened. Subject to the conditions, provisions, and the enclosed information, the District shall receive sealed Proposals until the stated date and time.

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**This project has a DBE goal of 5%.**

## **STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS**

It is imperative that proposed responses address the specific questions of this Request for Proposals (RFP).

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow and are applicable to both the singular and the plural.

- "METRO" or "The District" refers to the River Valley Metro Mass Transit District.
- "Proposal Documents" include the Advertisement for Proposals, the Information for Proposers, the Instructions to Proposers, the Proposal Instructions and Forms, and the Draft Contract, together with any appendices, exhibits, or addenda thereto.
- "Proposer" means the person or business entity that submits a Proposal directly to the River Valley Metro Mass Transit District.
- The terms "proposer", "proponent", "contractor", "consultant", "vendor", and "firm" may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom METRO enters into a contract as a result of this solicitation.
- "Selected Proposer" means the Proposer to whom METRO makes an award as provided in the Basis of Award section of these Instructions to Proposers.

Detailed responses are required for this RFP. The Proposer should add pertinent comments, if any, next to each detail requirement. The Proposer should take great care in completing this document. There are several requirements that request additional documentation from the Proposer. The Proposer should attach any additional documentation in an "Additional Comments/Documentation" section of the Proposal.

### **A. Order and Description of Documentation Guideline**

Responses should be organized and submitted using the following guidelines.

- **Cover Letter**
- **Executive Summary**

Provide a brief non-technical description of your Proposal. Highlight the major advantages and benefits of the Proposal and summarize how your Proposal meets the needs of METRO and why your Proposal should be selected.

- **Response to all Instructions and Formatting**
- **Vendor Signature Form**
- **Cost Summary Worksheet**
- **Additional Comments/Documentation**

## **B. Examination of Proposal Documents**

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of the services or equipment in regard to this proposal.
- Consider federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment under this proposal, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; and other permits, taxes and fees.
- Submit any questions concerning the Proposal Documents in writing to METRO by the date listed on Sheet 1 of this document in order that the questions may be answered in an addendum to be issued by METRO.
- Notify METRO in writing of any conflicts, errors, omissions, or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigation, research, and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under this proposal that the Proponent deems necessary to prepare its Proposal. Proponents are expected to be knowledgeable about the service or goods that they are proposing.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, and other matters necessary to ensure high quality customer service throughout the term of the contract.

## **C. Interpretations and Addenda**

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions, or discrepancies in the Proposal Documents are to be directed, in writing, to the contact person specified in Section 1.2.

Questions must be received by date stipulated in Section 1.2 in order to be considered. METRO will provide written answers to all questions through addenda to this Request for Proposals. METRO reserves the right to modify any of the Proposal Documents prior to the receipt of Proposals.

**D. Cost of Proposal Development**

All costs associated with the preparation and submittal of responses to this RFP and all costs of conducting system demonstrations shall be entirely those of the Proposer. METRO will not be responsible for any proposal development costs. The Proposals, all supporting documentation, and other materials submitted shall become the property of METRO.

**E. Selection of Proposals**

After the River Valley Metro project team and Board of Directors approves a proposal, the winning vendor will be notified by telephone and/or written letter.

Contract award will be to a responsible vendor, based upon an analysis as outlined in the Basis of Award in this section. A contract will be negotiated with the proposal that METRO determines is in its best interest. METRO shall need concurrence from the Illinois Department of Transportation (“IDOT”) before continuing.

**F. Limitations**

Only proposals that METRO has received by the response deadline will be evaluated.

Should METRO enter into a contract for any goods or services as a result of this RFP, the contractor shall be responsible, at its cost, for ensuring compliance with all applicable federal, state, and local laws and regulations pertaining to the procurement of products and services pertaining to this RFP.

METRO will not be responsible for oral interpretations given by any District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

If any addendums are issued to this RFP, METRO will attempt to notify all prospective Contractors who have secured same. However, it will be the responsibility of each Contractor, prior to submitting the competitive proposal, to contact:

Cortney Koning, Project Manager  
(815) 935-1403  
ckoning@rivervalleymetro.com

to determine if any addendums were issued and to make such addenda is part of the competitive proposal.

This RFP is not an offer to contract but merely a request for information that may or may not lead to a final agreement. No contract will be considered binding upon either party except in the form of a final written agreement executed by both parties. This Request for Proposal may be cancelled or offers may be rejected in whole or in part when in the best interest of METRO.

Failure to include in the proposal all information outlined in this RFP may be cause for rejection of the proposal.

## **G. District Investigations and Process Decisions**

As part of the RFP evaluation process, METRO reserves the right to do any or a combination of the following:

- Contact officials from other jurisdictions regarding the Proposer.
- Visit a Proposer's facilities, including proposed processing facilities, and view proposed vehicles and equipment if applicable.
- Meet the Proposer's personnel, including interviewing the Proposer's operations, management, financial, and customer services personnel during the performance of their regular duties.
- Retain independent consultants for help evaluating Proposals and provide Proposal materials to those consultants.
- Request clarification or additional information from a specific Proposer in order to help in METRO's evaluation of a Proposal.
- Decline to award a contract or contracts for services as a result of this RFP process.
- Discontinue negotiations with the selected Proposer, or any Proposer, and commence discussions with any other party.
- Withdraw the RFP and reject any or all Proposals.
- Not award a Contract to any or all Proposers and issue a subsequent RFP based on refinements of concepts proposed in response to this RFP.
- Seek other investigations, inquiries, reviews, or clarifications which would allow METRO to make informed decisions.

## **H. Proposal**

The Proposal must provide unit prices for all goods and services indicated on the appropriate Proposal forms. All Proposals shall be provided in current year dollars. The Proposal unit prices will be used, in part, to determine the Selected Proposer as described in the Basis of Award section of these Instructions to Proposers. All costs, including overhead and profit, and taxes, fees, or surcharges that imposed federal, state or local laws impose, for which the Proposer expects to receive payment as a result of the Project must be included in the unit prices, unless specifically directed otherwise.

METRO is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. METRO will execute tax exemption certifications whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price and documentation on why METRO must pay the tax.

The data included in the Scope of Services should be viewed as estimates and are presented solely as the basis for calculations on which the Contract award will be made. Actual results experienced during the Project's operation may differ.

## **I. Preparation of Proposal Forms**

All blank spaces in the Proposal Forms must be completed legibly. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, METRO may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. METRO may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any Proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proposer must sign their Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing firm, licensed to do business in METRO. If not licensed, a sworn statement must be attached that the Proposer will take all necessary actions to become so licensed if selected as the Successful Proposer. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with METRO prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

## **J. Modification or Withdrawal of Proposals**

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing to the METRO contact shown in Section 1.2, shall include the Proposer's signature, and must be received before the date and time set for receipt of the Proposals. If, within twenty-four hours after the Proposals are opened, any Proposer files a duly signed, written notice with METRO and promptly thereafter demonstrates to METRO's reasonable satisfaction that there was an unknown, material, and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal.

## **K. Basis of Award**

METRO reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive, or conditional Proposals. METRO also reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proposer, at METRO's sole discretion, in coordination with IDOT.

METRO will base its selection on considerations including, but not limited to, unit prices and the Proposer's clear ability to successfully perform under the terms of the Contract. METRO may conduct such investigations as METRO deems necessary to assist in the

evaluation of any Proposals. An evaluation team composed of METRO staff and possibly one or more consultants will review the Proposals.

METRO's Proposal evaluation committee will review Proposals based on the following criteria:

- Quality and completeness of the proposer's response to the Request for Proposals (20 points).
- Past experience doing similar projects with public transportation agencies (20 points).
- Experience of key personnel assigned to the project (20 points).
- Method or approach to be used to complete the project (20 points).
- Cost—firm fixed price on Section 7 – Bid Summary page (20 points).

METRO may elect to further clarify Proposal evaluation and scoring through an addendum to this RFP.

#### **M. Instructions for Submitting a Responsive Proposal**

All proposed documents will be available on METRO's website ([www.rivervalleymetro.com](http://www.rivervalleymetro.com)) and in this packet.

The Proposer shall submit a Proposal as required, complying with the Proposal Document's requirements. Submit **one physical copy**, printed and double-sided, of the Proposal and all needed supporting documents. An authorized person shall sign the Proposal and all Proposal Forms, with the signature notarized as specified, and with the contact person's title, address, telephone number and e-mail address provided. **In addition to the printed copy, the Proposer shall provide an electronic copy (.PDF format) of its entire Proposal on a flash drive submitted with the printed Proposal package. The flash drive shall include electronic copies (.PDF format) of the entire Proposal, including any supporting documents and/or required forms.**

#### **N. Process Integrity Requirements**

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proposal. Requirements include:

- All RFP-related communications with METRO, from the time this RFP is advertised and issued, until the time a negotiated contract is forwarded to the Board of Directors, shall be through the staff contact provided in this RFP.
- Proposers or their agents shall not contact other METRO staff, appointed or elected officials, consultants retained by METRO or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to the Board of Directors.
- Only METRO provided information and RFP materials and Addenda that are provided in writing to all Proposers are to be utilized in developing the Proposal.



Any Proposer's reliance on other district information and materials may result in a non-responsive Proposal due to inaccurate or incomplete information.

- Any information and materials to be utilized by METRO during the Proposal evaluation and selection process must be included as part of the original Proposal or submitted in response to a specific request from the District.

Any evidence that indicates a Proposer has failed to comply with the specific Process Integrity Requirements or has otherwise substantially diminished METRO's ability to award a Contract in a timely manner and free of contention may result in that Proposer's disqualification. METRO reserves the sole right to disqualify any Proposer at any point in the process prior to Contract award for failure to comply with this requirement.

## **SECTION 1 - GENERAL INFORMATION**

This section sets forth general requirements for the Proposer to successfully submit a Proposal based on the scope of services set forth in the next section(s).

### **1.1. Solicitation for Proposals**

River Valley Metro Mass Transit District is requesting Proposals from qualified public transportation consulting firms to conduct a Service Coordination Analysis of its public transportation system.

### **1.2. Questions Concerning the Request for Proposal**

Please direct all questions concerning this RFP to:

Cortney Koning, Project Manager  
1137 E. 5000N Road  
Bourbonnais, Illinois 60914  
(815) 935-1403  
ckoning@rivervalleymetro.com

All questions must be submitted to the District no later than the date listed on Sheet 1 of this document in order to be considered.

### **1.3. Right of Refusal**

METRO reserves the right to refuse all Proposals in their entirety.

The District reserves unto itself the right to interview Contractors or Prospective Contractors, either prior or subsequent to awarding the Proposal, and to discuss the nature of the project. METRO also reserves unto itself the right to award the contract to a Contractor whose Proposal is not the lowest Proposal, but whose knowledge, expertise, reputation, experiences, and/or previous results on projects, most closely meets the demands and needs of the District. METRO reserves unto itself the right to reject a Proposal from any Contractor whom the District does not believe is qualified to perform the project or whose financial situation is such that there is a possibility that the Contractor will not successfully complete the project.

### **1.4. Availability of Funding**

The potential eventual Contract is contingent upon and subject to the availability of sufficient funds. METRO may terminate or suspend a Contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for the Contract have not been appropriated or otherwise made available to the District by the State or Federal funding source, (ii) the Governor of Illinois or the Illinois Department of Transportation reserves funds, or (iii) the Governor of Illinois or the Illinois Department of Transportation determines that funds will not or may not be available for payment. METRO shall provide notice, in writing, to the Consultant of any such funding failure and its election to terminate or suspend the Contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of written notice unless otherwise indicated.

**1.5. Financial Assistance Contracts**

The Agreement may be subject to the provisions of the financial assistance Contracts between METRO, the Federal Transit Administration (“FTA”), and IDOT.

**1.6. Changes to Federal Requirements**

The Consultant 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 Agreement between METRO and IDOT, as they may be amended or promulgated from time to time during the term of the Contract. Consultant's failure to so comply shall constitute a material breach of the Contract.

**1.7. Severability**

The provisions of this RFP shall be deemed to be severable. Consequently, in the event that any provision of this RFP is found to be void or unenforceable, such findings shall not be construed to render any other provision of this RFP either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

**1.8. No Government Obligations to Third Parties**

IDOT and FTA shall not be subject to any obligations or liabilities by or to METRO's Consultants or its Subconsultants or any other person or firm in connection with the performance of this project, without its express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such Consultants or Subconsultant(s). The Contractor agrees to include this clause in each Subcontract financed in whole or in part with federal and/or state assistance. It is further agreed that this clause shall not be modified, except to identify the Subconsultant who will be subject to this provision.

**1.9. Certification of No Delinquent Payments**

By submitting a proposal for this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owned or accruing to METRO or in the payment of any tax administered by the Illinois Department of Revenue.

**1.10. Lobbying and Related Laws and Requisitions**

**1.10.1 Improper Influence**

The Consultant and its Subconsultants, if any, certify that no grant funds have been paid or will be paid by or on METRO's behalf to any person influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General

Assembly, or an employee or a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, loan, or cooperative agreement. 31 USC 1352. Additionally, Consultants and its Subconsultants certify that they have filed the required certifications under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable with the District. METRO shall forward these certifications to the Illinois Department of Transportation.

**1.10.2 Federal Form LLL**

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any persons in connection with the Contract, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its undersigned instructions.

**1.10.3 Lobbying Costs**

The Consultant and its Subconsultants, if any, certify that they are in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any indirect costs associated with the Contract, total lobbying costs shall be separately identified in the program budget, and thereafter treated as unallowable costs.

**1.10.4 Procurement Lobbying**

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

**1.10.5 Subawards**

The Consultant and Subconsultants, if any, must include the language of this Section in their contracts for this project. The Consultant and Subconsultants, if any, are subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR 200, METRO shall forward all disclosures by the Consultant and Subconsultants, if any, to the Illinois Department of Transportation.

**1.11 False Statements or Claims/Civil and Criminal Fraud**

The Consultant 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 Consultant 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 RFP work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate.

The Consultant 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 Consultant, to the extent the Federal Government deems appropriate.

The Consultant 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 subconsultant who will be subject to the provisions.

#### **1.12 Debarment**

The Consultant and its Subconsultants agree to comply with the requirements of Executive Orders No. 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. §6101 note, and U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget “Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. METRO has agreed to obtain certifications on Debarment and Suspension from its Consultants and Subconsultants.

#### **1.13 Independent Contractor Status**

It is expressly understood and agreed that the Proposer is an independent contractor at all times and for all purposes hereunder. Officers, employees, or representatives of the Contractor will not be deemed in any way to be and shall not hold themselves out as employees, servants, representatives, or agents of METRO and will not be entitled to any fringe benefits of the District, such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases or paid sick or vacation leave. Solely, the Contractor will be responsible for paying payroll wages, for the withholding and payment of all income and social security taxes to the proper federal, state, and local governments, and for providing workers’ compensation and unemployment insurance of the Contractor.

#### **1.14 Prevailing Wage**

The Contractor and all subcontractors will be required to pay not less than the Prevailing Wage Rate for workmen engaged in work under this RFP, with the provisions of an act of the General Assembly of the State of Illinois entitled “An Act Regulating the Wage of Laborers, Mechanics, and other workmen employed in any public works by the state, city, or any public body, or any political subdivision or by anyone under contract for public works” by an Act approved July 11, 1957, as amended.

This RFP may call for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires Contractors

and Subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All Contractors and Subcontractors rendering services under this RFP must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

It shall be the responsibility of the Contractor and his Subcontractors to allow METRO, the Illinois Department of Labor and any authorized representative of any government agency involved in the funding of this project, access to and the right to examine all records, books, papers, payrolls, or other documents related to this construction project. This right shall extend from the time of execution of the Contract through the entire period of work and ending three (3) years after the final pay estimate is disbursed.

The submission of weekly payroll certifications from both the prime Contractor and all Subcontractors will be required for this project. Submissions shall be made to METRO. Computer-generated forms or other state and/or federal forms listing the appropriate information are acceptable for use as long as a signed certification statement is also on the form signed by a responsible company official. Submittals on a monthly basis broken down per week are acceptable if submitted within ten-days of the end of the month.

If the Illinois Department of Labor revises, during the term of this RFP, the prevailing wage rate of hourly wages to be paid by the METRO in Kankakee County, the revised rate as provided by the Department of Labor shall apply to this RFP.

#### **1.15 Publicity**

Neither the Contractor, Subcontractor, or its agent shall use METRO’s name or quote the opinion of any District employee in any advertising, publicity, endorsement, or testimonial without the District’s prior written approval.

#### **1.16 Indemnification and Holding Harmless**

The Contractor, at its own expense, will protect, defend, indemnify, and hold harmless METRO and its elected and appointed officers, employees, or agents from and against any acts, omissions, or negligence by the Contractor that may rise out of the eventual contract.

#### **1.17 Resolution of Disputes, Breaches, or Other Litigation**

METRO shall pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and IDOT reserve the right to concur in any compromise or settlement of any third-party contract claim involving the District. METRO shall notify the FTA and IDOT of any current or prospective major dispute pertaining to any third-party contract.

**1.18 Venue**

Any Contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of Illinois. Venue for any litigation arising out of the Contract will be vested in Kankakee County, Illinois.

**1.19 Substance Abuse**

The Contractor shall advise its employees and the employees of its Subcontractors and agents that:

- a) It is the policy of METRO to provide a drug-free work environment. To that end, the District prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
- b) Any employee of Contractor who is found in violation of the policy may be removed or barred from the work site at the discretion of METRO.
- c) If applicable, the Contractor and its Subcontractors and agents, if any, also agree to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," regulation 49 CFR Part 655, that implements 49 U.S.C. § 5331.

**1.20 Insurance**

The limits of liability for the insurance required by this section shall provide coverage for not less than the following amounts or greater where required by law or regulation.

1) Worker's Compensation:

Worker's Compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Coverage may be provided by a group self-insured authorized in Section 4 (a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

Employer's Liability	
i) Each Accident	\$500,000
ii) Disease – Policy Limit	\$500,000
iii) Disease – Each Employee	\$500,000

2) Commercial General Liability:

Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the Contractor's operations or any subcontractors operations (contingent or protective liability) completed operations, broad form property damage, hazards of explosion, collapse and underground and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

a) General Aggregate Limit	\$2,000,000
b) Products	\$2,000,000
c) Each Occurrence Limit	\$1,000,000

Coverage shall provide by an endorsement in the appropriate manner and form, METRO, its officers, employees, agents, and consultants (if any) shall be named as additional insured with respect to the policies (general and umbrella if required) for occurrences arising in whole or in part out of the work and operations performed.

3) Comprehensive Automobile Policy:

This policy covers owned, non-owned, and hired vehicles.

a) Bodily Injury and Property Damage Liability Limit Each Occurrence:	\$1,000,000
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4) Umbrella Policy:

Any umbrella policy shall provide excess limits over and above the other insurance limits stated. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

5) General Insurance:

All insurance shall remain in force during the Contract period, covering occurrences happening on or after the effective date and remaining in effect during the performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until the Contract expires. Termination or refusal to renew shall not be made without thirty days prior written notice to METRO by the insured and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

In no event shall any failure of METRO to receive certificates or to demand receipts be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs as specified herein shall be considered as included in the cost of the Contract. The Contractor shall at his/her own expense and risk of delay, cease operations if the required insurance is terminated or reduced below the required amounts. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor to indemnify in excess of the coverage in accordance with the contract.

**1.21 Subcontracting**

A Contractor may provide services through another company or Subcontractor provided:



- This provision is not excluded under the Scope of Services.
- The Contractor assumes complete responsibility for implementing all aspects of the RFP. In other words, METRO will not be required to enter into any other agreement with any other company or Subcontractor upon awarding a contract to a Vendor responding to this RFP.
- The Contractor will provide documentation to METRO that it can continue to support all aspects of the Project services, and other required conditions proposed in the event another company or subcontractor should go out of business or cease to do business with the contractor for any reason.
- The Contractor shall provide copies of the Subcontract agreements to METRO before the Contract is signed and METRO shall provide copies of these Subcontract agreements to the Illinois Department of Transportation.
- The Contractor shall not execute any contract or obligate itself in any other manner with any third-party to the Project, without prior written approval by an authorized representative of METRO and the Illinois Department of Transportation, except where expressly provided otherwise in the Illinois Department of Transportation's guidelines, or where specifically approved in writing by the Illinois Department of Transportation.
- The Contract shall be subject to the terms and conditions of the Agreement between METRO and the Illinois Department of Transportation.

### **1.22 Assignment of Contractual Rights**

The rights and obligations of the Contractor in connection with this project will be binding upon its heirs and successors except that METRO reserves the to terminate the Contract with the Contractor, in whole or in significant part, if it is acquired by another entity during the term of this RFP.

It is also agreed that the successful vendor shall not sell, assign, transfer, convey, or otherwise dispose of the Contract and/or Subcontract or its rights, title, or interest in, or to any part thereof, without previous written consent of the METRO and the Illinois Department of Transportation. Any actual or attempted sale, assignment, transfer, conveyance, or other form of disposal by the Consultant and/or Subconsultant without the prior approval of METRO and the Illinois Department of Transportation shall render the Contract and/or Subcontracts, if any, null, void, and of no further effect.

### **1.23 Ownership of Work Product**

METRO shall retain ownership of all plans, specifications, and related documents. The District, its departments, employees, agents, or assigns shall therefore have the

unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by the Contractor in the performance of the eventual contract.

## **1.24 Intellectual Property**

### **1.24.1 Patent Rights**

- a. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Consultant or its Subconsultants, if any, is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultants or its Subconsultants, if any, agree to notify METRO, the Illinois Department of Transportation, and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of the Consultant, its Subconsultants, if any, the District, the Illinois Department of Transportation, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
- b. The Consultant and its Subconsultants agree to include this Intellectual Property section in its Contracts for planning, research, studies, development, or demonstration under this Project.

### **1.24.2 Rights in Data and Copyrights**

- a. The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract:
  - (i) Except for its own internal use, the Consultant and its Subconsultants, if any, may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant and its Subconsultants, if any, authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on

publication, however, does not apply to agreements with academic institutions.

- (ii) As authorized by 49 CFR Part 18.34 and 49 CFR Part 13.96, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
  - a. Any subject data developed under a grant, cooperative agreement, sub-grant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and
  - b. Any rights of copyright to which a grantee or a third-party contractor purchases ownership with federal or state assistance.
- (iii) When the Government provides assistance to a Grantee for a Project involving planning, research, development or a demonstration, it is generally FTA's and the Illinois Department of Transportation's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA or the Illinois Department of Transportation determine otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (b)(2) of this Patent Rights section, the Government may make available to METRO and/or any third-party Contractor, or third-party Subcontractor, either the Government's license in any copyright to the subject data derived under the eventual contract or a copy of the subject data first produced under the eventual contract. In the event that such a Project, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under that Project shall become data defined in subparagraph (ii)(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for METRO's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
- (iv) Unless prohibited by state law, the Consultant and its Subconsultants agree to indemnify, save, and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or its Subconsultants, if any, of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this RFP. However, the Consultant and its Subconsultants, if any, shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

- (v) Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to METRO, the Illinois Department of Transportation, and FTA under any patent.
- (vi) The requirements of subparagraphs of paragraphs (b)(ii), (iii), and (iv) of this Patent Rights section do not apply to material furnished to METRO, the Consultant, and/or Subconsultant and incorporated in the work carried out under the Contract, provided that such incorporated material is identified by the Consultant and/or Subconsultant at the time of delivery of such work.

## **1.25 Privacy**

### **1.25.1 Privacy**

Should the Consultant or its Subconsultants, if any, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. §5552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records. The Consultant and its Subconsultants, if any, shall protect said information in accordance with the requirements of these Acts.

### **1.25.2 Protection of Sensitive Security Information**

To the extent applicable, the Consultant and its Subconsultants, if any, agree to comply with 49 U.S.C. §40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. §114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements, or guidelines that the federal government may issue.

## **1.26 National Intelligent Transportation System (ITS) Architecture and Standards**

To the extent applicable, the Contractor shall comply with the National Intelligent Transportation System (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFTEA-LU) as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, §5307(c), 23 U.S.C. §512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any subsequent further implementing directives.

## **1.27 Records, Audit, and Inspection**

Contractor shall maintain such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under the eventual contract and such other additional records as METRO may reasonably require in connection with the eventual contract. Contractor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of

final payment, without additional reimbursement or compensation there from METRO and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect, and verify the records kept by Contractor in connection with the eventual contract. METRO and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under the eventual contract.

#### **1.28 Termination for Convenience**

METRO reserves the right, at any time and for its convenience, to terminate the eventual contract in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least sixty (60) days prior to the intended termination date. Contractor shall be compensated for Goods accepted or for Services performed in accordance with the provisions of the eventual contract up to the effective date of the termination, less any payments previously made by METRO for such Goods or Services, but in no event shall the Contractor be entitled to recover loss of profits.

#### **1.29 Termination for Cause**

In the event that either the Contractor or METRO defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of the Agreement, the Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, the Contractor shall give METRO written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to METRO, the District may terminate the eventual contract immediately upon written notice thereof to the Contractor.

The Contractor will only be paid the Contract price for services performed in accordance with the manner or performance set forth in the Contract.

#### **1.30 Reservation of Rights**

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of the eventual contract pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of the eventual contract prior to the date of such termination.

### **1.31 Cancellation**

METRO reserves the right to cancel the whole or any part of the contract, if the Contractor fails to perform any of the provisions in the contract or fails to adequately provide quality service during the contract period. The cancellation notice will be written and delivered by certified mail to the contractor's address on record.

### **1.32 Incorporation of FTA Terms**

This RFP's provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this RFP's provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, fourth revision dated March 18, 2013, 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 the eventual contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests which would cause the District to be in violation of the FTA terms and conditions.

### **1.33 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 subrecipients 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.

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- 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

subrecipients 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.

### **1.34 Environmental Requirements**

The Consultant recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA) as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Consultant agrees to adhere to, and agrees to impose on its third-party subconsultant(s), if any, any such federal and state requirements as the Government may now or in the future promulgate. The Consultant expressly understands that the following list may not set forth all federal environmental requirements applicable to the Consultant and its Subconsultants, if any, and the Project, however, the Consultant agrees, minimally as follows:

#### **1.34.1 Environmental Protection**

To the extent applicable, the Consultant agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality Regulations, 40 CFR Parts 1500 et seq.; and the Joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. §138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

### **1.34.2 Clean Air**

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Consultant agrees to comply with applicable requirements of Section 176 of the Clean Air Act, 42 U.S.C. §7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Consultant agrees to implement each air quality mitigation or control measure incorporated in the Project. The Consultant further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
2. Since METRO is an operator of a large public transportation bus fleet, the Consultant agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
3. The Consultant also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note. The Consultant agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **1.34.3 Wild and Scenic Rivers**

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.



#### **1.34.4 Coastal Zone Management**

To the extent applicable, the Consultant and its Subconsultants agree to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

#### **1.34.5 Wetlands**

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

#### **1.34.6 Floodplains**

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

#### **1.34.7 Endangered Species and Fisheries Conservation**

To the extent applicable, the Consultant and its Subconsultants shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

#### **1.34.8 Clean Water Requirements**

The Consultant 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 Consultant agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

#### **1.34.9 Energy Conservation**

To the extent applicable, the Consultant and its Subconsultants shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

#### **1.34.10 Environmental Justice**

To the extent applicable, the Consultant and its Subconsultants shall comply with the policies of Executive Order No. 12898. "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note.

### 1.35 **Right to Inspect**

METRO, the Federal Transit Administration (FTA) and the Illinois Department of Transportation reserve the right to inspect and/or investigate the establishment, facilities, equipment, business reputation, and other qualifications of any potential contractor as part of the District's review and evaluation process. METRO, the Federal Transit Administration and the Illinois Department of Transportation reserve the right to continue this inspection procedure throughout the life of any agreement that may arise out of this RFP process.

### 1.36 **LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS**

#### 1.35.1 **Labor Provisions: Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-33, 29 CFR 5.5.(b).**

**The following provisions apply to all federally assisted non-construction contracts over \$2,500 (29 CFR 5.5.(b)).**

- a) **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- b) **Violation; Liability for Unpaid Wages; Liquidated Damages:**
  - i. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- c) **Withholding for Unpaid Wages and Liquidated Damages:** DOT, FTA, IDOT, or METRO shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

- d) Subcontractors: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
  
- e) The requirements of the clauses contained in 29 CFR Part 5.5(b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or the subcontractor for inspection, copying, or transcription by authorized representatives of USDOT, the Department of Labor, FTA, IDOT, or METRO. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**1.37 PROHIBITED INTEREST**

No member, officer, or employee of METRO or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this RFP, any related agreement, or the proceeds thereof.

## **SECTION 2 – DISTRICT INFORMATION AND MINIMUM QUALIFICATIONS**

### **2.1 District Overview**

River Valley Metro Mass Transit District is a public service agency in Northeastern Illinois that offers three types of bus services for Kankakee County residents. All River Valley Metro buses are wheelchair accessible.

- Service hours for River Valley Metro is as follows:
- Monday – Friday: 5:00 am – 9:30 pm
- Saturday: 7:00 am – 9:30 pm
- Sunday and Major Holidays: 8:00 am – 4:00 pm

Traditional (fixed route) service covers the urbanized area of Kankakee County, with more than 300 bus stops in Aroma Park, Kankakee, Bradley, Bourbonnais, Manteno and Manteno Township. River Valley Metro Mass Transit District buses serve all stops once an hour, while providing half hour service to some of the stops. Fare on this service is \$1.00 for a one-way trip.

Metro also provides commuter shuttle service to Midway Airport. This service is a Park-N-Ride, with free parking at the Bourbonnais Metro Centre and the Manteno Metro Centre. Fare for this service is \$2.00 for a one-way trip.

Complimentary Paratransit Service, Metro Plus, is offered for individuals with disabilities who are unable to independently use fixed route service. This service requires pre-qualification and operations by appointment. Metro Plus is a shared ride service that will pick you up at your home and take you to your destination. Fare on this service is \$2.00 each way.

### **2.2 Fiscal Year**

The District's fiscal year runs from July 1<sup>st</sup> through June 31<sup>st</sup> of each calendar year.

### **2.3 Holiday Schedule**

Metro's holiday schedule shall include:

New Year's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day and Friday
Christmas Eve	Christmas Day

## **2.4 Equal Employment Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this RFP. A breach of this provision may be grounds for termination of any agreements arising from this RFP.

## **2.5 Civil Rights**

### **2.5.1 Federal Nondiscrimination**

The Contractor agrees to comply with, and assure the compliance by its third-party contractors and subconsultants, if any, under this Project, with all requirements of Federal nondiscrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq.; 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 et seq.; Federal Transit Law at 49 U.S.C. §5332, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21; and FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” October 1, 2012.

### **2.5.2 Federal Equal Employment Opportunity**

The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the FTA:

A. General Requirements—The Grantee agree as follows:

1. Discrimination Prohibited—in accordance with 42 U.S.C §2000e, 49 U.S.C. §5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies, including, but not limited to the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Part 60 et seq., (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375 “Amending E.O. No. 11246 Relating to Equal Employment Opportunity”) that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without

regard to race, color, creed, sex, age, or national origin. 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 Grantee agrees to comply with any implementing requirements FTA may issue.

2. EEO Program Incorporated by Reference—If the Grantee is required to submit and obtain approval of its EEO Program, the EEO Program approved by the Government is incorporated by reference and made a part of the eventual contract. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of the eventual contract. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
3. Age—In accordance with 49 U.S.C. §5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with the "Age Discrimination in Employment Act," (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
4. Disabilities—In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
5. Sex—In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable, the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
6. Language Proficiency—In accordance with Executive Order 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005.

### **2.5.3 Illinois Human Rights Act**

The Grantee shall comply with the “Equal Employment Opportunity Clause” required by the Illinois Department of Human Rights. It is understood that the term “Grantee” shall also mean “contractor”. The Equal Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee’s non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter “DOHR”), the Grantee 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 Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked by statute or regulation. During the performance of the eventual contract, the Grantee agrees as follows:

- A. 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 military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this RFP or any portion thereof, it will determine the availability (in accordance with the DOHR’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.
- C. 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. 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 representatives of the Grantee’s obligations under the Illinois Human Rights Act and the DOHR’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, METRO will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the DOHR’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects, comply with the Illinois Human Rights Act and the DOHR’s Rules and Regulations.

- F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and 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 the eventual contract/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or 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.
- H. In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.
- I. Sexual Harassment—The Grantee will have written harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6 101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.
- J. Disadvantaged Business Enterprise ("DBE")—To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises ("DBEs") as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of the eventual contract.
  2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under the eventual contract. The Grantee shall



carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under the eventual contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE Program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in the eventual contract. Implementation of this program is a legal obligation, and failure to carry out its items shall be treated as a violation of the eventual contract. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801 et seq.

3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

a. "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this (contract or agreement). Failure by the (contractor or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- (i) Withholding monthly progress payments;
- (ii) Assessing sanctions;
- (iii) Liquidated damages; and/or
- (iv) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b)."

b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

#### **2.5.4 Disabilities**

- A. Americans with Disabilities Act (ADA)—The Grantee shall comply with all applicable state and federal requirements under the ADA.
- B. Access Requirements for Individuals with Disabilities—The Grantee agrees to comply with 49 U.S.C. Section 5301(b)(6); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101 et seq.; §504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq.; and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
  2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 38 CFR Part 1192 and 49 CFR Part 38;
  4. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
  5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
  6. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
  7. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
  8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
  9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
  10. U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194.
- C. Over-the-Road Accessibility Program (OTRB)—The Grantee agrees to comply with the requirements of §3038 of TEA-21, as amended by §3007 of FAST ACT, 49 U.S.C. §5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles, 35 CFR Part 1192 and 49 CFR Part 38.

### **2.5.5 Confidentiality—Drug or Alcohol Abuse**

To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§4541

et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§201 et seq., and any amendments thereto.

### **2.5.6 Transportation Infrastructure Finance and Innovation Act**

The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds.

The Grantee agree to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

### **2.5.7 Vendor Registration with Illinois Department of Human Rights**

METRO shall check whether the Consultant and its Subconsultants are registered with the Illinois Department of Human Rights (IDHR), which ensures that the Consultant and its Subconsultants are not debarred or suspended pursuant to the Illinois Human Rights Act (775 ILCS 5/8-109 (A)(2)). These registrations appear on the IDHR website.

If the Consultant and/or its Subconsultant's are non-compliant with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant 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.

### **2.6 Proprietary Information**

In accordance with the Illinois Public Records Act, and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that a Request for Proposals and responses thereto are in the public domain. However, the Proposals are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

### **2.7 Insurance**

The Proposer shall secure and maintain during the entire term of the contract and extensions thereto, liability insurance in an amount satisfactory to the District as stated in Section 1.20.

### **2.8 Conflict of Interest**

#### **2.8.1 Required Disclosures**

The Consultant and its Subconsultants, if any, must immediately disclose in writing any potential or actual Conflict of Interest to the District. METRO shall in turn notify

the Illinois Department of Transportation. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40 (b)(3).

### **2.8.2 Prohibited Payments**

The Consultant and its Subconsultants, if any, agree that payments made by METRO under the contract will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in the State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

### **2.9 Compliance with Registration Requirements**

The Consultants and its Subconsultants, if any, shall: (a) be registered with the Federal SAM; (b) be in good standing with the Illinois Secretary of State, if applicable; and (c) have a valid UEI number. It is the Consultant and Subconsultant's responsibility to remain current with these registrations and requirements. If the Consultant or Subconsultant's status regarding these requirements change, the Consultant must notify METRO which will notify IDOT.

Metro will check the debarment status of the consultant and Subconsultants, if any, on [www.SAM.gov](http://www.SAM.gov).

## **SECTION 3 – BACKGROUND**

### **3.1 District Background**

River Valley Metro Mass Transit District is seeking Proposals from qualified public transportation consulting firms to assess the River Valley Metro Mass Transit District's existing bus routes, recommend ways to improve these routes' efficiency and effectiveness, identify demand throughout Kankakee County, and determine how the District may provide service in Kankakee County outside of its current service area.

METRO provides public transportation in the urbanized Kankakee County, including scheduled fixed route bus service for the general public, elderly, and disabled in the Kankakee County and demand response door-to-door public transportation services for the elderly, disabled, and the general public in the County.

## **SECTION 4 – SCOPE OF PROJECT**

The Scope of Project is that the River Valley Metro Mass Transit District is seeking Proposals from qualified public transportation consulting firms to assess the River Valley Metro Mass Transit District's existing bus routes, recommend ways to improve these routes' efficiency and effectiveness, identify demand throughout Kankakee County, and determine how the District may provide service in Kankakee County outside of its current service area.

### **4.1 Project Timeline**

The following timeline is applicable to this Request for Proposal process:

- June 20, 2024 Request for Proposal Issued
- July 12, 2024 Questions submitted by e-mail to Cortney Koning at the District
- July 15, 2024 All questions received by 06/07/23 will be answered by this date
- July 18, 2024 Proposals shall be submitted to the District by 1:00 PM
- July 22-26, 2024 Presentations Week if requested by METRO
- Aug 27, 2024 Anticipated Notice of Award
- Sep. 2024 Consultants begin study

## 4.2 **Transit Background**

The Illinois Department of Transportation has contracted with River Valley Metro Mass Transit District (METRO) to provide public transportation in urbanized Kankakee County. It also has provided federal Section 5311 Operating Assistance Program funds and the State of Illinois' Downstate Operating Assistance Program funds to Kankakee County to provide public transportation in rural Kankakee County. Kankakee County currently contracts with SHOWBUS for these rural services.

Currently, METRO uses twenty-three (23) buses to operate the following routes:

- thirteen (13) fixed bus routes covering the urbanized area of Kankakee County
- one (1) commuter shuttle service to Midway Airport
- two (2) paratransit routes

Showbus operates:

- a deviated fixed route between Kankakee and Momence.
  - Multiple on-demand routes between the City of Kankakee and rural areas.
- These routes operate weekdays (Monday through Friday).

## **Project Description**

The successful Contractor shall conduct a Service Coordination Analysis to assess the River Valley Metro Mass Transit District's existing bus routes, recommend ways to improve these routes' efficiency and effectiveness, identify demand throughout Kankakee County, and determine how the District may provide service in Kankakee County outside of its current service area. The Contractor shall perform the following tasks:

### *Task 1 – Create a Technical Advisory Committee*

The Contractor shall work with the River Valley Metro Mass Transit District to create a Technical Advisory Committee of key stakeholders, including but not limited to representatives from the following: Kankakee County; local municipalities; local business and civic leaders; the District, and the Illinois Department of Transportation (IDOT). The Contractor shall participate at regularly scheduled Technical Advisory Committee meetings that the River Valley Metro Mass Transit District shall hold to keep the Committee informed of this study's progress and to solicit its input.

### *Task 2: Conduct Literature Review*

The Contractor shall conduct a literature review of relevant research to better understand the intersection of urban and rural transit and best practices surrounding the integration (or separation) of those two forms of transit within the same general area. The literature review shall identify existing obstacles and opportunities for serving both a rural and an urban population with one coordinated system or two separate systems. The Grantee shall present the literature review in a Memorandum as well as a chapter in the Draft and Final Report.

*Task 3: Conduct a Route-by-Route Analysis of METRO's Existing Fixed Route Services and Analyze the Resulting Data*

The Contractor shall conduct a route-by route analysis of METRO's fixed route system within the urbanized area, analyzing ridership and performances by route, by bus stops, by time-of-day, and by weekday/Saturday/Sunday. This analysis shall assess performance of the current route alignments and on-time performance of the current timetables. The Contractor shall focus on the issues of schedule adherence, headways, recovery time, utilization of standby buses, and seasonal variation. The Contractor shall analyze the resulting data, and recommend ways to improve the efficiency and effectiveness of these routes.

*Task 4: Analyze Countywide Demand for Public Transit*

The Contractor shall conduct a demand analysis through interviews with pertinent operational staff at the River Valley Metro Mass Transit District and with SHOWBUS, the current rural operator. The Contractor shall also conduct a survey that will let current riders provide feedback on the current level of service. The survey shall include questions about technology-assisted ticket purchasing and capital improvements that could increase ridership, e.g., bus stop renovations, improved wayfinding/signage/lighting, etc. The Illinois Department of Transportation shall have final approval over the survey phrasing and methodology before the Contractor begins collecting survey responses.

The Contractor shall let survey respondents complete the survey using hand-written or digital, web-based methods. The Contractor shall distribute this survey to current riders in rural Kankakee County as well as to others in the community who do not currently ride regularly.

The Contractor shall thoroughly describe the interview and survey processes used and present the results and an analysis of those results in a Memorandum as well as in a chapter of the Draft and Final Report.

*Task 5: Determine Strengths & Weaknesses*

Using information from the previous study tasks, the Contractor shall develop the following four scenarios, identify or generally estimate their capital and/or operating costs, and determine their strengths and weaknesses:

- a) the current rural operator providing rural service at the current rural service level;
- b) the current rural operator providing rural service at more regular intervals that allow service to/from all areas of rural Kankakee County at least every weekday;
- c) the District operating rural service at the current rural service level; and
- d) the District operating rural service at the intervals used in Scenario b.

The Contractor shall thoroughly describe each of the four scenarios, their capital and operating costs, and their strengths and weaknesses in a Memorandum as well as in a chapter of the Draft and Final Report.

Using this information, METRO shall consult with this study's Technical Advisory Committee and with relevant members of IDOT to choose a preferred scenario.

*Task 6: Financial Analysis of Expanding Service*

The Contractor shall refine the preferred scenario and conduct a detailed financial analysis, outlining the costs of maintaining the existing service using Scenarios (a) or (c) or the costs of expanding these services throughout Kankakee County using Scenarios (b) or (d). The Contractor shall include costs associated with any capital and/or operational improvements derived from Task Three in this analysis. The Contractor shall provide short-, medium-, or long-term timeframes for implementing these improvements.

The Consultant shall provide a detailed financial analysis in a Memorandum, outlining the costs of maintaining the existing service or of expanding service throughout Kankakee County. The Consultant shall incorporate this information into a chapter of the Draft and Final Report.

*Task 7: Write Draft and Final Report*

The Contractor shall create a Draft Report and a Final Report that incorporates information from all these tasks. The Contractor shall present this information at a Technical Advisory Committee meeting, share the Draft Report with its members, and incorporate their relevant comments into a Final Report.

The Contractor shall also provide an editable copy of the Draft Report in .docx format to the Program Support (Planning) Section at the Illinois Department of Transportation-Office of Intermodal Project Implementation for their review and incorporate their relevant comments into the Final Report. The Contractor shall submit a paper and an electronic copy of the Final Report to the Illinois Department of Transportation's Program Support (Planning) Section. The Contractor shall also present this report's findings to the Kankakee County Board and to METRO's Board for their approval and adoption.

**Other Items to Note**

Reporting Requirements – The successful Proposer shall submit Progress Reports quarterly. These Progress Reports will take the form of written materials emailed to METRO, with a virtual presentation to District staff that summarizes the written Progress Reports. The Proposer shall aim for these quarterly virtual meetings to be one hour long.

There is a Disadvantaged Business Enterprise (DBE) goal of 5% on this project. Please indicate how you can help achieve this goal. For more information, see the DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION form.



## **Presentations by Proposers**

METRO reserves the right but is not obligated to request and require that some or all Proposers provide formal presentations of their Proposals at dates and times to be determined. The District reserves the right to limit formal presentations to the top two or three Proposers. If METRO chooses to conduct these interviews, the District's designated administrative agent shall contact selected Proposers for formal presentations and shall schedule the interviews.

Proposers making presentations are solely responsible for communicating their ideas, solutions, and strengths of their Proposal within the time limit provided for their presentation and interview. METRO is not responsible if the Proposer fails to communicate their ideas, solutions, and strengths of their Proposal within the time limit allowed. METRO shall make Proposers aware of the time limit when a presentation and interview are scheduled.

METRO may make available the audio-visual equipment it has available on site for Proposers to use during their presentation and interviews. The District shall not be responsible for equipment failures or power outages and shall not be obligated to schedule another presentation or interview for the Proposer should equipment failures or power outages affect the Proposer's presentations and interviews. Proposers are welcome to bring their own equipment as appropriate.

## **4.5 Accounting and Access of Records and Project Monitoring**

### **4.5.1 Eligible Costs**

The Consultant and Subconsultant's costs shall be reimbursable as eligible costs to the extent they meet all of the following requirements:

- a. be made in conformance with the final approved scope of work, final approved budget, and other provisions of the Contract;
- b. be necessary in order to accomplish the Project;
- c. be reasonable in amount for the goods or services purchased;
- d. be actual net costs to the Consultant (or subconsultant, if any) (i.e., the price paid minus any refunds, rebates, or other items of value the Consultant (or subconsultant, if any) received that have the effect of reducing the cost actually incurred;
- e. be incurred (and be for work performed) after the date of the Contract, unless specific written authorization from the District and the Illinois Department of Transportation to the contrary) is received;
- f. be in conformance with the standards for allowability of costs established by METRO and the Illinois Department of Transportation;

- g. be satisfactorily documented; and
- h. be treated uniformly and consistently under accounting principles and procedures that METRO approves or prescribes for its consultants and subconsultants.

#### **4.5.2 Payment Applications**

All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to METRO and the Illinois Department of Transportation. The Consultant and Subconsultants must include timesheets for all labor costs and itemized receipts for all eligible direct costs. The timesheets shall show the distribution of hours during the work period. This includes work on this project and work on other projects during the work period. The work on this project should be highlighted. The timesheets should have a written or electronic signature of the employee whose timesheet it is and that of his or her supervisor if any. If an additional individual is added to the project to work under the Consultant or Subconsultant, a request must be submitted to METRO with the individual's résumé. The Consultant and/or Subconsultants must receive written approval from the District before incurring costs.

#### **4.5.3 Method of Payment**

Payment to the Consultant shall be made monthly from applications for payment that the Consultant submits to METRO. The District shall issue payments in the form of either an electronic payment or a physical check, mailed to the consultant.

#### **4.5.4 Access to Third-Party Contract Records**

The Consultant agrees to permit METRO, the U.S. Department of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State of Illinois, or their authorized representatives, upon request to inspect all Project work, materials, payroll, and other data, and to audit the books, records, and accounts of the Consultant pertaining to the Project, as required by 49 U.S.C. §5325(g). The Consultant further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations, or to assure proper project management as the Government determines. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to maintain all books, records, accounts, and reports required under this RFP for a period of not less than three years after the date of termination or expiration of this RFP, except in the event of litigation or settlement of claims arising from the performance of this RFP, in which case the Consultant 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).

#### **4.6 Contract Changes**

Any proposed change in this RFP shall be submitted to METRO for their prior approval. METRO shall then seek written concurrence from the Illinois Department of Transportation.

##### **4.6.1 Federal Changes**

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in agreements between/among Metro, IDOT, and/or 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.

## **SECTION 5 – PROPOSAL EVALUATION PROCEDURE AND CRITERIA**

### **5.1 Acceptance of Proposals**

METRO reserves the right to accept or reject any or all Proposals or to re-solicit Proposals. METRO reserves the right to reject an incomplete Proposal or any Proposal that contains irregularities of any kind. METRO reserves the right to withdraw the Request for Proposals at any time for any reason. The District's receipt of a Proposal from a firm, agency, or individual by METRO confers no rights upon the Proposer nor obligates the District in any manner.

### **5.2 Proposer's Qualifications**

The Proposer must possess proven expertise and experience in conducting similar studies for similar public transportation systems.

### **5.3 Disadvantaged Business Enterprises**

Disadvantaged Business Enterprises (DBE) are encouraged to submit bids and will not be subject to discrimination on the basis of race, color, creed, sex, national origin, age, or disability in consideration of an award as provided in 49 CFR Part 26.

### **5.4 Protest Conditions & Specifications**

Any protest or objection to the Conditions and Specifications will be submitted for resolution to METRO. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. METRO will not consider a protest or objection if it is not sufficiently supported or if it is not received within the specified time limit.

All protests based upon restrictive specifications, alleged improprieties, or similar situations before Proposal opening must be submitted to METRO no later than seven (7) calendar days before the specified Proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to METRO within five (5) days after notification of the apparent selected proposer. The decision of METRO's Protest Review Board is final. The Protest Review Board will consist of the Purchasing Agent, the District's legal team, the Managing Director or their designee, and the Transit Manager. METRO will not consider any further appeal. METRO shall notify IDOT of any protests related to this solicitation.

### **5.5. Evaluation of Proposals**

METRO or the District's designated administrative agent shall evaluate the Proposals and the Board of Directors shall approve all Contract awards, subject to the Illinois Department of Transportation's concurrence. METRO will award the contract to the most responsible Proposer whose Proposal is determined to be the most advantageous to the District, taking into consideration the following evaluation factors:

- Quality and completeness of the Proposer's response to the Request for Proposals **(20 points)**.
- Past experience doing similar projects with public transportation agencies **(20 points)**.
- Experience of key personnel assigned to the project **(20 points)**.
- Method or approach to be used to complete the project **(20 points)**.
- Cost – firm fixed price on Section 7 – Bid Summary Page **(20 points)**.

## **SECTION 6 – REQUESTED INFORMATION**

### **Proposal Content**

Proposers shall adhere to the following format when submitting a Proposal:

#### **1) Cover Letter**

- a) The cover letter should contain a brief summary, which describes and highlights your firm's experience, years in business, number of employees, areas of expertise, and a description of relevant services provided.
- b) Identification of the offering firm(s) and Proposal contact, including name, address, telephone number, email address, and firm web site.

#### **2) Table of Contents**

Provide a table of contents that includes a clear identification of the material by section and page number.

#### **3) Qualifications**

- a) Describe the company, including history, mission, nature of work, age, number of employees and office location(s).

Provide a résumé for each key team member (including key personnel working for each Subconsultant). Qualifications and capabilities of the staff to be assigned to METRO's Contract including licenses, certifications, and years of experience.

#### **4) Experience and Capacity**

- a) Provide a minimum of three (3) clients, preferably public transit or governmental agencies, for whom the firm has provided services that are similar to those in this RFP.

Provide the address, phone number, email, and contact name for these clients.

Include a brief project description, duration, budget, sponsoring agency, the sponsoring agency's project manager, and the specific work that individuals proposed for this RFP conducted and the roles that they played on those other projects.

- b) Discussion and evidence of successful transit service plans that the Proposer developed. The Proposer shall state what measurements they used to determine the success of these plans.

**5) Organizational Staffing Plan**

An organizational staffing plan for the personnel who will be managing this project and performing the services that are outlined in this Request for Proposal.

**6) Detailed Information About the Method or Approach**

The Proposer shall provide a detailed description on the method or approach they will use to complete the project

**7) Bid Summary Page**

Proposer shall complete the Bid Summary Page, which shall include the Firm Fixed Price.

**8) Signature Page**

An individual authorized to make financial commitments on behalf of the Proposer shall sign the signature page.

**9) Additional Information**

The Proposer may include with their Proposal a detailed cost breakdown showing cost of services, materials and printing, indirect costs, and fees and any other fees.

The Proposer may include any additional information that Proposer finds to be pertinent for demonstrating qualifications to perform the services being requested.



**SECTION 7 – BID SUMMARY PAGE**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address Line 2: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Reason: Requesting Proposals from qualified public transportation consulting firms to conduct a Service Coordination Analysis.**

The Proposer’s firm fixed price for performing a county-wide service analysis of the River Valley Metro Mass Transit District system as described in this Request for Proposal.

**Firm Fixed Price**     \$ \_\_\_\_\_



## **DBE FORM – DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

There is a Disadvantaged Business Enterprise (DBE) goal of 5% on this project. The undersigned Proposer has satisfied the requirements of the Proposal specification in the following manner (please check the appropriate space):

---

For Contracts for which a DBE participation goal has not been set (check applicable):

Please check the appropriate category (only one) for DBE participation in this Proposal:

- The Proposer is performing all activities identified in the scope of work in-house and **IS NOT** identified as DBE in any program.
- The Proposer is performing all activities identified in the scope of work in-house **IS** identified as a DBE (provide a copy of the [Uniform Certification Application](#) for each DBE).
- The Proposer is subcontracting some activities and there is a \_\_\_\_\_% DBE business utilization on this Proposal (provide a copy of the [Uniform Certification Application](#) for each DBE).
- The Proposer is subcontracting some activities, however, there is no DBE business utilization on this Proposal.

For Contracts for which there is no subcontracting opportunities:

- The Proposer performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals

For Contracts where a DBE subcontracting goal is required:

- The Proposer is committed to a minimum of \_\_\_\_\_% DBE utilization on this RFP (if contractor is a registered DBE, their work performed can be considered as part of the DBE goal).
- The Proposer (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this RFP and shall submit documentation demonstrating good faith efforts in seeking DBE participation.

Name of Proposer's firm: \_\_\_\_\_

UEI No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

**SIGNATURE PAGE**

**RETURN WITH BID**

By signing this "SIGNATURE FORM" the undersigned bidder certifies that he or she or it is not barred from contracting with the River Valley Metro Mass Transit District, as a result of a violation of Articles 33 or 33E of the Criminal Code of 1961 (720 ILCS 5/1-1 et seq.).

Also, pursuant to Section 5/11-42.1-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), the undersigned bidder certifies, under oath, that he or she or it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless such bidder is contesting the liability for the tax or the amount thereof in accordance with the procedures established by the appropriate revenue act.

Failure to complete this notarized certification may result in the rejection of this bid.

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(If an individual)

Signature: \_\_\_\_\_ (Seal)

Business

Address: \_\_\_\_\_

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(If a partnership)

Signature: \_\_\_\_\_ (Seal)

Partnership Name: \_\_\_\_\_

Partnership

Address: \_\_\_\_\_

(Names and Addresses of all members of the partnership)

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(If a corporation/LLC)

Signature: \_\_\_\_\_ (Seal)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

President/Manager: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_

---

SIGNED and SWORN to before me \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL)

**CERTIFICATION OF PARTICIPANTS**

**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

49 CFR Part 29  
Executive Order 12549

This RFP is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its Principals, as defined at 49 CFR 29.995, or Affiliates, as defined at 49 CFR 29.905, are not 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 that METRO relies upon. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to, remedies available to METRO, 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, Part C while this offer is valid and throughout the period of the 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.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**  
**(for federal funding > \$100,000)**

I, \_\_\_\_\_, hereby  
certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Sub recipient)

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.

If any funds other than federal appropriated funds have been paid or will be paid to any person 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 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Sub recipient \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

IL Contract Number 325 State Grant Number TS-20-325