



## **Request for Proposals**

**Operation of Intercity Bus Service Routes  
Between Chicago to Davenport, Iowa (I-88) and  
Chicago to Danville, IL (I-39, I-90, I-74)**

**Issue Date: March 14, 2025**

**Proposal Deadline: April 15, 2025**

**Designated Grantee  
Reagan Mass Transit District**



**REQUEST FOR PROPOSALS**  
*OPERATOR OF ICB ROUTES IN ILLINOIS*

Issue Date: March 14, 2025  
Title: Operator of ICB Service Routes in Illinois (I-88 and I-39)  
Reference Number: RMTD-ICB ROUTE OPERATOR  
Issuing Agency: Reagan Mass Transit District  
ATTN: Greg Gates, Director  
210 E Progress Drive, Dixon, IL 61021  
Phone: (815) 288-2117

Proposals for furnishing the services described herein  
will be received until: 1:00 PM on April 15, 2025

All inquiries for information should be directed to contact listed above

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**PROPOSALS MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:  
REAGAN MASS TRANSIT DISTRICT, 210 E PROGRESS DRIVE, DIXON, IL 61021**

Reference Number, Date and Time of proposal submission deadline, as reflected above,  
must clearly appear on the face of the returned proposal package.

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Name and Address of Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature in ink)*

Name: \_\_\_\_\_  
*(Please Print)*

Telephone: ( ) \_\_\_\_\_ Title: \_\_\_\_\_  
Fax Number: ( ) \_\_\_\_\_ FEIN Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Please answer the following with either YES or NO:

\_\_\_\_\_ My organization is licensed in the State of Illinois to provide the requested services  
\_\_\_\_\_ My organization is registered with an active account in [www.sam.gov](http://www.sam.gov)

*In Compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the above signed offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.*

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# **NOTICE TO PROSPECTIVE SERVICE OPERATORS**

This Request for Proposal (RFP) is provided to you in anticipation that your company may be interested in submitting a Proposal to Reagan Mass Transit District (RMTD) for the Operations, Management and Maintenance for all or part of the Intercity Bus Services. RMTD administers the Intercity Bus Project. We encourage you to review and address, completely and accurately, the specifications and submission requirements found in this RFP.

## **Statement of Confidentiality**

This RFP contains confidential and proprietary information that is the property of RMTD, which is provided for the sole purpose of permitting the recipient to respond to the RFP. The recipient agrees to maintain this RFP, and any portion of the information contained herein or provided in connection herewith in confidence and not to copy nor disclose such information to any person outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than preparation of a response to this RFP. This RFP is furnished for evaluation purposes only.

If Service Operator elects not to submit a Proposal in response to the RFP or is notified that it is not included in the pool of operators who may move onto the next state of the Intercity Bus project, the Service Operator shall destroy any and all copies of this RFP and any related information.

The Proposal **MUST** include each of the documents listed on the Service Operators Checklist contained in Part II, Section A of this RFP and submitted via the procedure listed below in Section E: Submission Information and Requirements to be considered responsive.

## **Proprietary Information**

Any information contained in the Proposal that the Service Operator considers confidential or proprietary must be clearly identified as such (if identified as such, "**Proprietary Information**"). RMTD will respect requests for non-disclosure of proprietary information to the extent that such information is properly identified as "Proprietary Information," except as such disclosure, use, or publication is necessary, advisable, and/or appropriate, in connection with the RFP process, or unless the Service Operator expressly authorizes such disclosure in writing, or disclosure is required or requested by applicable law, regulation, or in a judicial or administrative proceeding; provided, however, that if a third party requests any such information in connection with the subject matter hereof, RMTD shall notify the Service Operator of such request before it provides such Proprietary Information and the Service Operator shall contact the applicable third party or parties who shall then inform RMTD of what information shall be treated as Proprietary Information and the terms under which such information may be disclosed.

Notwithstanding the foregoing, it is understood that, at all such times, RMTD and RMTD's members, managers, officers, employees, advisors, affiliates, funders, agents, and other representatives (those who actually receive Proprietary Information, "**Representatives**") are free to use such information which is generally known in the trade or industry, and/or which was already known or becomes known to RMTD or its Representatives through another source, and/or which was independently developed by RMTD or its Representatives without reliance on such Proprietary Information.

## **Solicitation Information and Requirements**

RMTD reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals, in whole or in part, for any reason or no reason, to waive any formality and accept the most favorable Proposal to meet the best interest of the Intercity Bus Service and that the same shall be deemed to be accepted by RMTD only when it is signed by a daily authorized officer of RMTD and delivered to the Service Operator in accordance with the terms hereof. This RFP does not represent a commitment, legal or otherwise, to select or procure any services or products from any operator or vendor, including any recipient of this RFP.

In order to be considered, a Proposal must be received at the administrative office of RMTD by April 15, 2025, at 1:00 p.m. CST. It is the Service Operator's responsibility to ensure its Proposal arrives at the Proposal's Deadline. All required documents for the Proposal must be submitted via procedure listed in Section E: Submission Information and Requirements. An accompanying email to the Intercity Bus Administrator, [procurement@reaganmtd.org](mailto:procurement@reaganmtd.org), listing the documents submitted through the procedure is also required for Proposal receipt confirmation.

All Proposals must be accompanied by a Cover Letter, signed by an officer of the responding firm, which states that the information contained within the Proposal is accurate and complete.

The Service Operator shall not submit a Proposal or participate in activities related to this RFP or the Intercity Bus Project except in accordance with all provisions set forth herein.

Any Proposal submitted in response to the RFP constitutes acceptance of the terms of this RFP and represents a complete and binding offer. By submitting a Proposal, the Service Operator:

- (i) Acknowledges that, unless otherwise stated in a Contract or other written agreement, RMTD and its Representatives has not made nor shall it make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein or provided hereunder,
- (ii) Represents that RMTD considers the Proposal content and all of the Service Operator's written commitments, correspondence, and responses to questions regarding matters related to this RFP, and
- (iii) Further waives, in advance, and shall hold RMTD harmless, from any liability, claims, or expenses whatsoever (including, without limitation, breach of contract) incurred by or on behalf of any person or organization responding to this RFP and/or in connection with any transaction unless and until the Service Operator and RMTD shall have executed and delivered a Contract with regard to the subject matter hereof.

RMTD reserves the right to request additional information from any operator, whether or not such operator was a recipient of this RFP, and to solicit independent third-party confirmation of information submitted hereby.

There is no guarantee that the Intercity Bus Project will be undertaken. Please note RMTD reserves the right to change, terminate, or otherwise cancel this RFP, and return Proposals, and/or waive any irregularity in any Proposal, at any point in time and without any notice. RMTD makes no commitments, implied or otherwise, that this process will result in a transaction with the Service Operator, any other operator participating in this process, and/or any third party.

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# PART 1: SCOPE OF SERVICE

## Section A: Overview and Definitions

Starting operations in 2014, Intercity Bus uses Section 5311 (f) funds to address the need for transportation of rural communities in Illinois. The project provides Meaningful Connections to the nation’s intercity bus network. In 2024, the two (2) identified Intercity Bus Routes of Illinois resulted in the following service metrics. Similar metrics are expected in 2025.

	Chicago to Davenport	Chicago to Danville
Passengers / Riders	22,194	13,136
Vehicle Revenue Hours	5,227	4,311
Vehicle Revenue Miles	261,448	215,647
Fare Revenue Generated	\$596,528.00	\$299,554.00

Currently, Reagan MTD administers Intercity Bus services through a contract with a third-party operator for the operation of the two (2) fixed routes identified in this Request for Proposals: the Chicago, Illinois to Danville, Illinois route with six (6) additional stops along the way, and Chicago, Illinois to Davenport, Iowa, with five (5) additional stops. RMTD provides administrative support and oversight, handles most of the marketing, and oversees compliance. The Service Operator provides a turnkey type service, providing all transit-related functions and personnel. In 2025, RMTD will continue to support the current rural intercity bus routes.

During the review process of this Request for Proposals (RFP), Reagan MTD expects to select one (1) Service Operator for the two (2) identified ICB routes. However, if the successful Services Operator refuses or fails to execute a contract within the specified time frame, RMTD may award the contract to another Service Operator whose bid complies with the RFP requirements and any addenda thereto.

The selected Service Operator will be responsible for meeting all requirements as specified in the contract, including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, reporting, billing, all guidelines of the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) alcohol and drug testing policies, and insurance coverage, as well as any appropriate licensing and other legal requirements, and all applicable federal and state regulations.

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## Definitions:

Capitalized terms used herein and not otherwise defined (including in the Overview above)

- **ADA** – Americans with Disabilities Act, as amended.
- **BCI** – Bureau of Criminal Investigations
- **DMV** – Illinois Department of Motor Vehicles
- **CDL** – Class A or B Commercial Driver’s License.
- **Client Reference Questionnaire** - A client reference questionnaire in a form as shall be later provided by RMTD and as further instructed in Part III of this RFP.
- **Contract** – means the legally binding written agreement between RMTD and the successful Service Operator(s) to perform the services described in this RFP. Any references to “the Contract” shall be deemed to refer to each and any such Contract, as applicable.
- **Cost Proposal** – A cost proposal in substantially the form of the cost proposal summary attached hereto as Exhibit B and as further instructed in Section E: Submission Information and Requirements of this RFP.
- **Cost Reimbursement Contract** – A Contract that provides for payment of allowable incurred costs, to the extent prescribed in the Contract. These Contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the Contract may not exceed (except at its own risk) without the approval of the contracting officer.
- **DOT** – the United States Department of Transportation.
- **Evaluation Team** – A team of officers, employees, and agents of RMTD that will carry out the detailed evaluations.
- **FBI** – Federal Bureau of Investigation.
- **FMCSA** – Federal Motor Carrier Safety Administration.
- **GAAP** – Generally Accepted Accounting Principles.
- **IDOT** – The Illinois Department of Transportation.
- **Interline** – An agreement between transportation operators to sell and honor each other’s tickets, thus ensuring that a rider can make one purchase to get from point A to point B, even though there may be multiple operators providing services between those points.
- **Mileage Reimbursement Contract** – A Contract that provides for payment based on mileage, to the extent prescribed in the Contract. These Contracts establish an estimate of total cost per mile driven for the purpose of obligating funds and establishing a designed price for each mile driven during the term of the Contract, without a price cap or ceiling.
- **NBTA** – National Business Traffic Association.

- **Project Account** – The separate accounts established and maintained for the project, in accordance with requirements established by RMTD, FTA, IDOT and IDOT Grants Management System, either independently or within its existing accounting system.
- **Project Administrator** – Organization who oversees and manages the intercity bus project and ongoing contract with the Service Operator.
- **Project Deadline** – The date specified on the title page hereto.
- **Project Partners** – Groups, organizations, companies, or towns/cities coordinating to implement and maintain intercity bus services. Project partners include, but are not limited to, communities along with the service routes, other transportation operators, and other areas’ respective Department of Transportation.
- **Project Stakeholders** – Groups or individuals that will count on the service. Project stakeholders include, but are not limited to, Project Partners, local human service agencies, chambers of commerce, visitor bureaus, universities / colleges, and other individuals.
- **Proprietary Information** – The information specified on the Notice to Prospective Service Operators.
- **Proposal** – Means the price and services and other terms and conditions offered by the Service Operator in response to this RFP.
- **Representation** – RMTD’s representatives specified on the Notice to Prospective Service Operators.
- **Reservation Only Stop Locations** – A location where the bus schedule may require a reservation one (1) day in advance.
- **RFP** – Means this Request for Proposal. A method of soliciting Proposals from vendors for products or services.
- **RMTD** – Reagan Mass Transit District.
- **RODS** – “Records of Duty Status.”
- **Service Operator** – A vendor, either an individual or company, responding this RFP and proposing to serve as a “Service Operator” under a third-party Contract with the Project Administrator for targeted intercity bus services in Illinois described in this RFP and any other documents that Project Administrator determines to be necessary, desirable, and/or appropriate to carry out any of the purposes hereof.
- **Statement of Work** – The statement of work as provided herein and specifically as provided in Part I, Section H: Statement of Work of this RFP.
- **Technical Proposal** – A technical proposal demonstrating a comprehensive plan that includes operations management and system design, a thorough understanding of the Statement of Work and their role and responsibilities, and knowledge of opportunities relating to growing Intercity Bus services.
- **UEI Number** - 12-character alphanumeric identifier to do business with the U.S. government, and specifically issued by the System for Award Management (sam.gov)



## Section B: Funding

As a federally-funded project through the Rural Intercity Bus Program (Section 5311 (f)) of the FTA, Intercity Bus funding may include a maximum Federal share of fifty (50%) of the net operating costs and in respect of capital assistance (as applicable), a maximum Federal share of eighty percent (80%) of an eligible project cost. Therefore, Service Operators are required to state the percentage of subsidy needed to operate the routes for which they are submitting a Proposal. In addition, a fifty percent (50%) match from an approved company, organization, or local governments required. This match can be in the form of in-kind services and/or commodities or cash.

Some of the in-kind services and commodities include access to ticketing systems, incorporation into the Service Operator's online ticketing system, use of Service Operator's terminals, technical support, and the ability to interline with interlining partners.

A Service Operator may suggest a different source of match – in-kind or cash – for the Intercity Bus project. Any match source will be subject to an approval process prior to the awarding of the Contract. The Service Operator will also have to include a detailed summary describing the match, its source, and how this match will be implemented.

**The awarded Service Operator(s) will be responsible for providing necessary vehicles for use on the identified ICB routes along with** back up and additional vehicles as described in this RFP, required in the Contract, or as circumstances may dictate or otherwise necessitate to ensure the proper performance of the services as contemplated herein and in the Contract.

## Section C: Project Duration

The Service Operator(s) will commence services beginning July 1, 2025, with an expiration of June 30, 2026, with the standards and guidelines established by RMTD and in compliance with IDOT and FTA guidelines and other applicable law and regulations. An additional four (4) one-year options will be available to Reagan MTD to exercise and at their sole, exclusive option.

In the event more than one Service Operator is awarded a Contract, RMTD may extend an initial Contract(s) with one or both Service Operators, for the entire period of time (i.e., 4 years) or, alternatively, for any shorter periods of time (i.e., an initial Contract may be extended for one (1) year totaling four (4) years in the aggregate), or any interaction thereof that RMTD may deem necessary. Advisable, and/or appropriate, so long as such renewal periods do not exceed, in the aggregate, the applicable maximum extension time period.

If RMTD elects to consider extending an initial Contract for any of the routes, the Service Operator(s) shall have the opportunity to submit to RMTD the pricing for additional periods for any and all routes, not merely the route(s) the Service Operator was awarded in an initial Contract (s). This pricing information must be provided to RMTD at least six (6) months prior to the expiration of the Contract(s). RMTD in its sole and absolute discretion may decide to renew or not renew the Contract(s). RMTD's decision will be based on the same, or substantially similar, evaluation criteria used to determine an initial Contract(s). This criterion is detailed in Part III of this RFP. The Service Operator(s) performance under an initial Contract(s), and the complete renewal Proposal which may, taken as a whole, be the better Proposal with all factors considered rather than e.g., simply coming in at the lowest priced Proposal; but in no way will RMTD be limited to such factors, as RMTD reserves the right to establish and consider evaluation criteria and other factors not included in this RFP as may be necessary, advisable and/or appropriate in selecting the most appropriate Service Operator(s) to continue the Intercity Bus project, including, without limitation, the Service Operator(s) performance, compliance or lack thereof, with the terms of the Contract(s) of such operator. Additionally, for avoidance of doubt, RMTD, in determining whether to renew the Contract(s), may decide to reallocate some or all routes to another Service Operator who was awarded a Contract(s) pursuant to this RFP and not the original Service Operator who was awarded such route(s).

RMTD shall notify the Service Operator(s) of its decision to renew, or not renew, on or before the Contract’s expiration date. If the Service Operator fails to provide such pricing information, RMTD shall be entitled to extend the applicable initial Contract for such periods for the same pricing in such initial Contract.

In full transparency, and in the spirit of full and open competition, part of the rationale for opting to Proposal the pricing this way is to take into account the important variables in awarding a Contract, which includes from a pricing perspective, dynamic fuel prices and labor prices, and to further avoid any elaborate or detailed proposals and promote economy of presentation, and from a performance perspective, the performance of Service Operator(s) during the term of an initial Contract so that, in each case, the Intercity Bus project and its stakeholders may be best served.

Notwithstanding anything to the foregoing, the submission of a Proposal in response to this RFP constitutes acknowledgement and acceptance of this Section C: Project Duration.

## Section D: Procurement Timeline

March 14, 2025	RFP Released
March 24, 2025 **	Non-mandatory Pre-Proposal Meeting
April 3, 2025	Deadline for Submittal of Questions and Clarifications
April 8, 2025	Responses to Questions and Clarifications
April 15, 2025	Deadline for Submittal of any Proposals to RMTD
May 5, 2025	Award of Successful Proposal Announced
July 1, 2025	Implementation of Service

\*\*The virtual Pre-Proposal conference will be held on March 24, 2025, at 11:00 AM CST (details will be posted on our website along with a link to the meeting itself in advance). Interested Service Operators are encouraged to attend. This conference is intended to provide Service Operators the opportunity to ask questions and/or to receive clarification of any requirement of the RFP.

RMTD reserves the right to revise this RFP and its attachments at any time without notice.

## Section E: Submission Information and Requirements

### Receipt of Proposals

RMTD reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals, in whole or in part, for any reason or no reason, to waive any formality and accept the most favorable Proposal to meet the best interest of the Rural Intercity Bus Service and that the same shall be deemed to be accepted by RMTD only when it is signed by a duly authorized officer of RMTD and delivered to the Service Operator in accordance with the terms herein.

To be considered a Proposal must be received at the administrative office of RMTD by 1:00 PM CST on April 15, 2025. It is the Service Operator’s responsibility to ensure its Proposal Response Package arrives by the established deadline. All required documents for the Proposal must be submitted via the procedure listed. An accompanying email to the Intercity Bus Administrative Agent, [procurement@reaganmtd.org](mailto:procurement@reaganmtd.org), listing the documents submitted through the procedure is also required for Proposal receipt confirmation.

Proposals received by RMTD after the Proposal Deadline (date and time) may not be opened or considered. All Proposals must be accompanied by a cover letter, signed by an officer of the responding firm, which states that the information contained within the Proposal is accurate and complete.

## **Proposal Modifications Withdrawal**

Proposals may only be modified or withdrawn with the prior written consent of RMTD and prior to the identified Proposal Deadline. Modifications must be in writing and executed by the Service Operator's authorized representative. Any modifications received after the Proposal Deadline will not be opened nor considered unless RMTD elects to do so in its sole and absolute discretion.

## **Proposal Acceptance/Rejection**

RMTD reserves the right to accept or reject any or all Proposals, in whole or in part, received in response to this RFP or to negotiate separately with any Service Operator, and to waive any informalities, defects, or irregularities in any Proposal or to accept the Proposal or Proposals, which in the judgement of the proper officials, is in the best interest of the intercity service.

The submitted Proposal may be accepted by RMTD at any time during the 90-day period from the Proposal Deadline.

## **Interpretation of RFP Prior to Proposal**

Any person contemplating submitting a Proposal who is uncertain as to the intended meaning of any part of the Statement of Work or the Contract or other Contract documents, or who finds discrepancies in, or omissions from the Statement of Work, may request additional information or interpretation, clarification, or correction of this RFP. Such request must be emailed to InterCity Bus Administrative Agent at [procurement@reaganmtd.org](mailto:procurement@reaganmtd.org), no later than 4:00 PM Central Standard Time on April 3, 2025. RMTD will not accept questions via telephone to ensure fairness in the provision of project information among all Service Operators. The Service Operator submitting the request for interpretation is responsible for its timely delivery. Any interpretation, clarification, or correction of the RFP will be made only by written addendum and will be mailed, personally delivered, or emailed to each person receiving this RFP. Any information given to any Service Operator concerning the solicitation or any changes to this RFP shall be provided in writing to all Service Operators to ensure that all Service Operators receive the same information relating to the RFP. RMTD will not be responsible for any other party's interpretation, clarification, or correction of this RFP.

## **Verbal Agreements**

No prior, current, or post award verbal conversations or agreement(s) with any offices, employees, agents, or representatives of RMTD shall affect or modify any terms or obligations of this RFP or any contract that may result from this procurement. Any such oral interpretations, clarifications or explanations or instruction shall not be binding.

## **Correspondence & Proposal Inquiries**

All correspondence pertaining to this Proposal shall be addressed directly to Intercity Bus Administrative Agent, [procurement@reaganmtd.org](mailto:procurement@reaganmtd.org).

## **Single Proposal Response**

If only a single Proposal is received, RMTD may require a detailed cost analysis or a price comparison between the Proposal and that of similar equipment, materials, supplies, and/or services to assure that the Proposal price is fair and reasonable. A cost/price analysis and evaluation audit may be performed on the Cost Proposal to determine if the price is fair and reasonable.

## **Reserved Rights: Limitations on Funding**

RMTD reserves the right to accept or reject any or all Proposals received, in whole or in part, waive informalities and technicalities, and negotiate any or all elements of the Proposals.

Service Operators are notified that the Contract for services is contingent upon funds being appropriated by IDOT and distributed to RMTD. In the event funding is decreased or eliminated, in whole or in part, RMTD reserves the right, in its sole and absolute discretion, to modify or terminate the Contract accordingly. RMTD makes no representation at any time that any Contract shall be awarded to any Service Operator(s) responding this RFP.

## **Pricing and Financial Information**

Each Service Operator must submit a detailed Cost Proposal for each route they are bidding on in the format attached hereto as Exhibit B. An editable Excel worksheet document is included in this Application to use to complete each Cost Proposal. The cost must be valid for a minimum of ninety (90) days from the Proposal Deadline and if acceptable by RMTD must be incorporated into an initial Contract. Service Operators agree to permit access to their financial records for a pre-award audit to verify all Cost Proposals should RMTD determine that such an audit is necessary, appropriate, or advisable.

## **Responsible Firms**

Nothing within or without this RFP is intended to exclude or restrain, nor shall it be interpreted to exclude or restrain any qualified firm from submitting a Proposal to provide the services contemplated. All responsible firms are encouraged to submit Proposals in accordance with the terms and conditions set forth herein.

## **Taxes**

RMTD is exempt from the time of purchase from all sales, excise, and transportation taxes, except the State of Illinois gasoline tax. Exemption certificates are available and will be furnished by RMTD upon request by the Contract awardee. The price proposal shall be exclusive of all such taxes and the proposal will be so construed.

## **Unacceptable Proposals**

RMTD expressly reserves the right to reject, without further consideration, any Proposal received from a Service Operator that is currently in default on any obligation to RMTD, or other contracts, either contractually or financially, as a principal or surety, or who has failed to perform faithfully any previous contract, or is in a legal dispute with RMTD, IDOT, or its and their affiliates, or another contractor.

## **Contract Type**

The Contract(s) resulting from this solicitation may be entered into as either a Cost Reimbursement Contract(s) or a Mileage Reimbursement Contract(s). Therefore, any service Provider submitting a Proposal in response to this RFP should base the pricing of its Proposal on a cost-reimbursement basis and mileage-reimbursement basis. Service Operators must provide pricing for the base first year operation plus the four (4) year option years, for both types of Contracts proposed for each of the routes they are bidding on. Whether a Contract is a Cost-Reimbursement Contract or a Mileage-Reimbursement Contract shall be decided by RMTD in its sole and absolute discretion.

## **Basis for Contract Negotiation**

This RFP and any addenda and the resulting Proposals shall be used as the basis for negotiating the Contract(s).

## **Acknowledgement of Addendum**

If any part of this RFP needs revised, amended, or otherwise modified after the Proposal Deadline but before an award of any Contract, RMTD shall give notice to all prospective Service Operators who were sent this RFP. Service Operators must acknowledge receipt of any addenda received in the acknowledgement form provided within two (2) business days of receipt.

## **Signature Requirements**

Submitted Bids must be signed by an authorized representative(s) eligible to sign binding contract documents for the Service Operator. Consortiums, joint ventures, or team submitting Proposals, although permitted and encouraged, shall not be considered responsive unless it is established that all contractual responsibility rests solely with one legal person or entity. The submittal must indicate the legal person responsible or entity. Service Operators are hereby made aware that joint and several responsibility and liability shall attach to any resulting Contract and failure of one party in a joint effort to perform shall not relieve the other party or parties of total and satisfactory responsibility for performance of the Contract so awarded.

## **Cost of Proposal Preparation**

RMTD shall not be liable for any cost or expense incurred for preparation or submission of a Proposal in response to this RFP. Service Operators shall not include such expenses as part of the Cost Proposal. RMTD shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, any person or entity responding to this RFP.

## **No Contact Policy**

After the Proposal Deadline, any contact initiated by any Service Operator regarding this RFP, the Proposal, or a new Contract with RMTD and/or its representatives, other than RMTD's legal counsel, is expressly prohibited. Any such unauthorized contact may cause the disqualification of the Service Operator from consideration. For avoidance of doubt, nothing in this Section is intended to hinder contact with RMTD regarding an existing Contract with RMTD or any subject matter outside the scope of this RFP.

## **Additional Language**

Prior to execution of an initial Contract, RMTD reserves the right to introduce additional terms and conditions to clarify the RFP language and/or corrects defects (such as omissions or misstatements) discovered after the RFP is issued.

## **Service Providers Responsibility**

A Service Operator, by submitting a Proposal represents that:

- The Service Operator has read and understands the RFP, including the Statement of Work, and the submitted Bid is made in accordance therewith, and;

- The Service Operator is familiar with the local conditions under which the Service Operator must perform under the Proposal. The Service Operator possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to RMTD and RMTD's stakeholders, and;
- It is understood and the Service Operator agrees that the Service Operator shall be solely responsible for all services provided. Before submitting a Proposal, each Service Operator shall make all investigations and examinations necessary to ascertain conditions and requirements affecting the final performance of the Contract and to verify the information provided by this RFP. If the Service Operator receives a Contract award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the Service Operator from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Service Operator for additional compensation or relief, and;
- The Service Operator has all requisite authority (and in the case of an individual, the capacity) to submit the Proposal, enter into a Contract, and to perform all the obligations required to be performed thereunder, and such submission will not contravene any law, rule, or regulation binding on the Service Operator or any guideline or restriction applicable to the Service Operator.

## **Section F: Protest Procedures**

### **General**

It is the policy of RMTD to prepare specifications for RFPs that are not discriminatory in nature. All solicitations are to be open and free to all competing Service Operators whereby all have a reasonable chance to be successful and be awarded a Contract. If a Service Operator feels that a particular solicitation is unfair for whatever reasons, the following procedure will be followed to register a proper protest, and said procedure shall be part of all solicitations.

Protests will only be accepted from Service Operators who submitted timely Proposals or can obviously demonstrate a direct economic interest would be affected by the award of the Contract or refusal to award a Contract. RMTD will consider all such protests, whether submitted before or after the award of a Contract. If an oral protest is raised and the matter cannot be resolved to the satisfaction of the protestor, a written protest shall be required before any further consideration is given. Notice of any protest and the basis therefore shall be given to all Service Operators by RMTD who timely submitted a Proposal. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must be addressed to RMTD, its legal counsel, and the Project Administrator, and include the following:

- Name, address, and telephone number of protestor;
- Identification of the solicitation or contract number;
- A detailed statement of the legal and factual grounds of protest, including copies of relevant documents and information; and
- A statement as to what relief is requested.

All protest documents submitted to the Project Administrator will be stamped with the date and time received and kept in accordance with its internal record-keeping and document retention policies.

### **Written Protests Before Contract Award**

Written protests before the award must be submitted to the Project Administrator. Any written protests addressing the adequacy of this RFP must be submitted to RMTD no later than April 3, 2025. Thereafter, protests of such issues are deemed waived by all Service Operators, though protests for reasons other than the adequacy of this RFP may still

be until the award of a Contract. Where a timely-submitted written protest has been filed prior to award of a Contract, no Contract shall be awarded until five (5) days after a written decision on the protest has been issued by RMTD and provided to protestor, and as appropriate to concerned Service Operators. RMTD shall document the file to explain the resolution of said protest.

When a timely-submitted protest is received and RMTD determines in its sole and absolute discretion, to withhold a Contract award pending disposition of the protest, the Service Operators whose Proposals might become eligible for award may request, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising the RFP. If the written protest is not received before the award, RMTD's evaluation process shall continue in the normal manner unless the Project Administrator upon investigation finds remedial action is desirable, in which event such action shall be taken.

## **Protests After Contract Award**

Protests after a Contract award must be submitted to the Project Administrator and RMTD's legal counsel within five (5) business days of the day of the award. Any Contract awardee shall be furnished with a copy of the notice of protest and the basis, therefore. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or service is not prejudicial to RMTD's interest, RMTD shall consider a mutual agreement with the Service Operator to suspend performance on a no-cost basis.

## **Decision on Protest**

RMTD shall render its decision in writing within fourteen (14) days from the receipt of the timely submitted written protest and shall provide notice of such decision to each Service Operator who timely submitted a Proposal.

The decision of RMTD shall be final and binding on all parties involved. Any appeal of the decision of RMTD and any request by an adversely affected party must be in writing and submitted to IDOT Office of Transit within seven (7) days of notice of RMTD's final and binding decision.

Protest appeals may only be submitted to the FTA if RMTD does not follow the procedures outlined above and only after IDOT has had opportunity to review and respond to such appeal. The contact information for the FTA office with jurisdiction over Illinois follows:

Office of Program Management (Region 5 Office)  
Federal Transit Administration  
200 West Adams Street, Suite 320  
Chicago, IL 60606  
(312) 353-2789

## **Section G: Current Service**

### **Current Route Options**

Currently, the Intercity Bus services consist of two (2) fixed routes between Chicago, Illinois to Danville, Illinois, with six (6) additional stops and Chicago, Illinois to Davenport, Iowa, with five (5) additional stops. In 2025, IDOT and RMTD will continue to support the routes listed above, or a variation of them. In addition, RMTD reserves the right to make adjustments to the routes listed above, which may include, but are not limited to: reductions, expansions, or other changes. These adjustments may occur at any time during the RFP or Contract period.

PLEASE NOTE THAT ALL MAPS PROVIDED IN THIS RFP ARE ONLY PROVIDED FOR ILLUSTRATION PURPOSES.

### **Route A: Chicago // Danville, Illinois**

This is an existing Intercity Bus Route which runs seven (7) days per week, three hundred sixty-five (365) days per year. A full schedule of the stops, specific locations and times for pick-up/drop-off are included on page 61 of this Notice. A larger map of the Route B is included in the appendices of this Notice. The successful Service Operator will continue running the Chicago // Danville route with few or no changes. This round trip runs one (1) full round trip daily.

#### With Stops In:

**A:** Chicago Bus Station (currently Greyhound, 630 W. Harrison, 60607)

**B:** Elgin / Shell Gas Station

**C:** Rockford / Rockford Mass Transit District, East Transfer Station

**D:** Rochelle / Petro Rochelle Travel

**E:** Oglesby / McDonalds

**F:** Bloomington-Normal / Burlington Trailways

**G:** Champaign-Urbana / Intermodal Transfer Station

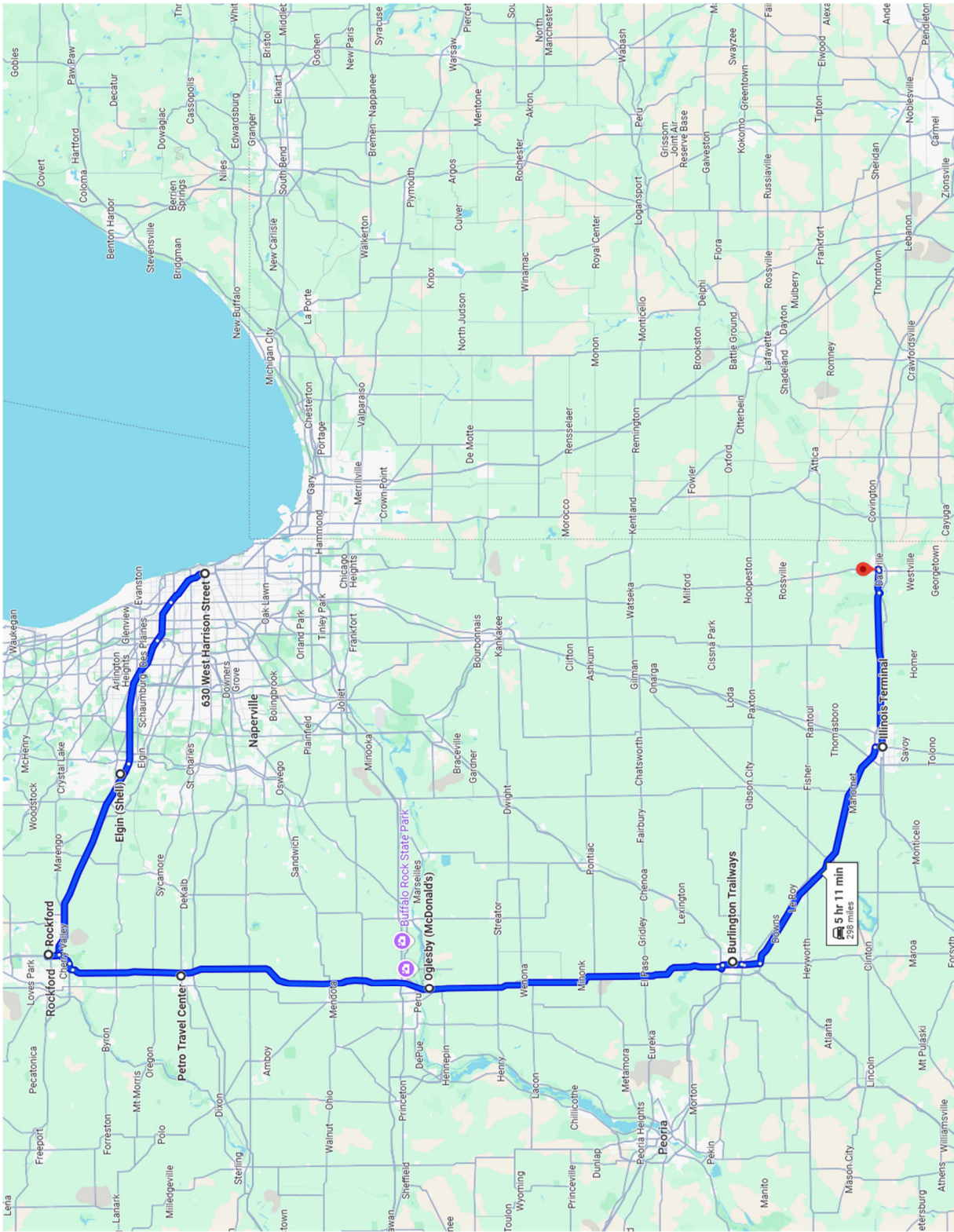
**H:** Danville / Danville Mass Transit (101 N. Hazel Street, 61832)

#### Estimated one-way miles and time, not including stop times:

298 miles / 5 hours, 11 minutes



# CURRENT ROUTE A (Chicago // Danville, IL)



## **Route B: Chicago // Davenport, Iowa**

This is an existing Intercity Bus Route which runs seven (7) days per week, three hundred sixty-five (365) days per year. A full schedule of the stops, specific locations and times for pick-up/drop-off are included on page 61 of this Notice. A larger map of the Route B is included in the appendix of this Notice. The successful Service Operator will continue running the Chicago // Davenport, Iowa route with few or no changes. This round trip runs twice daily. Note this route is a priority to receiving funding.

### **With Stops In:**

**A:** Chicago / Chicago Bus Station (Greyhound, 630 W. Harrison Street, 60607)

**B:** Naperville / Route 59 Metra Station

**C:** DeKalb / Northern Illinois University, Holmes Student Center

**D:** Rochelle / Petro Rochelle Travel

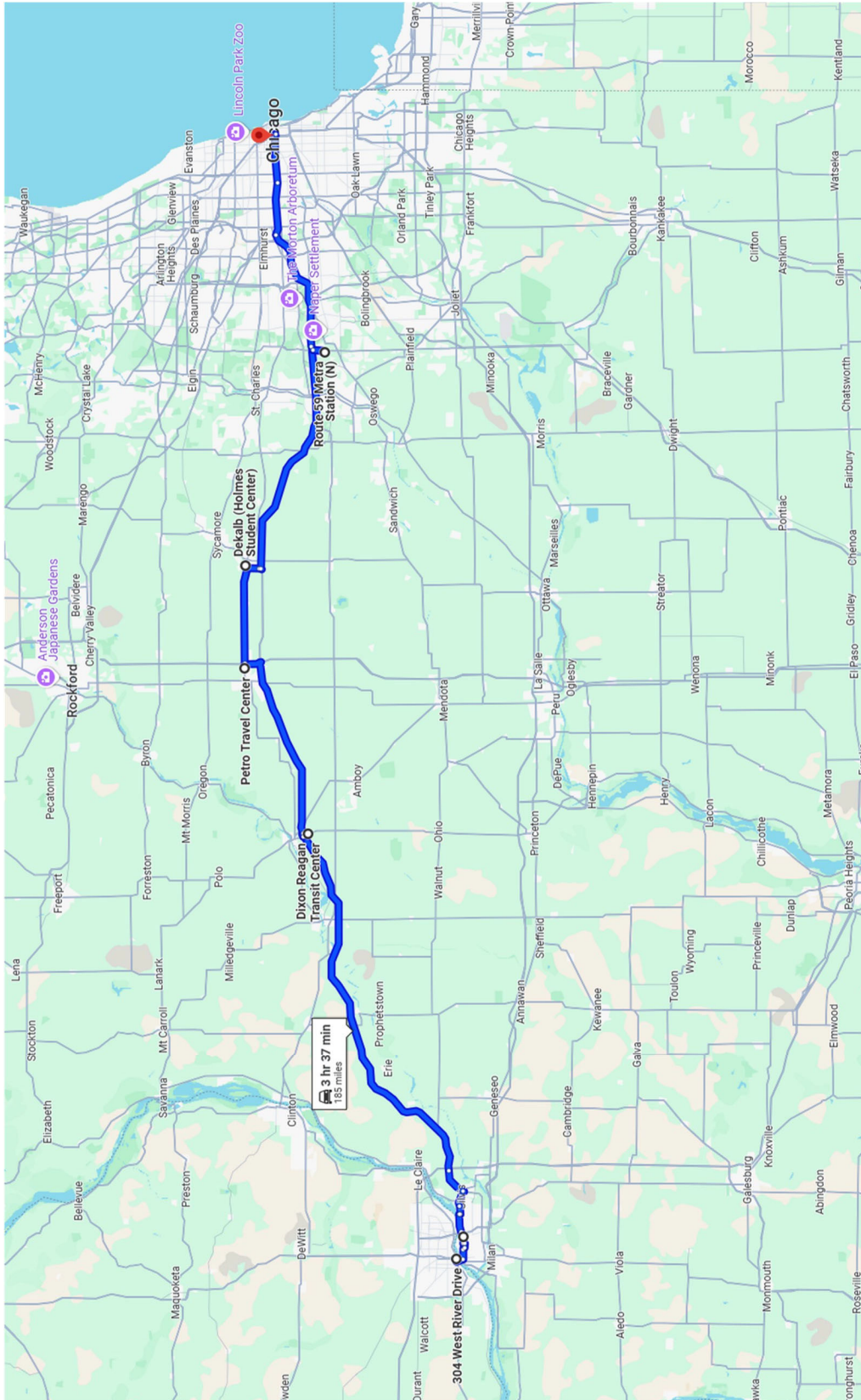
**E:** Dixon / Reagan Transit Center

**F:** Moline / Moline Center Station, MetroLink

**G:** Davenport, Iowa / Davenport Ground Transportation Center (304 W River Drive, 52801)

Estimated One-way miles and time, not including stop times: 185 miles / 3 hours, 37 minutes

**CURRENT ROUTE B (Chicago // Davenport, Iowa)**



## Section H: Statement of Work

### Bus System Routes

Services provided are the operations, management, and maintenance of Intercity Bus Service. Currently, the service consists of two (2) fixed routes between Route A (Chicago, IL to Danville, IL) with six (6) additional stops and Route B (Chicago, IL to Davenport, IA) with five (5) additional stops.

RMTD is seeking qualified motor carrier Service Operator(s) to provide one or more of the following intercity bus services seven (7) days a week to connect:

- Route A: Chicago, IL to Danville, IL
- Route B: Chicago, IL to Davenport, IA

The schedules for the two (2) existing, fixed-route, fixed-schedule feeder service routes are provided in Exhibit A. The service operators seven (7) days a week, 365 days a year. The schedules were designed to provide meaningful interlined feeder connections to the nationwide intercity bus network. That is, the feeder service schedules are timed to connect with schedules of nationwide intercity bus networks. Any additional routes will also be required to make meaningful connections to nationwide intercity bus service. The Service Operator's stations and schedule information must be included in the approved nationwide intercity bus services database.

Throughout the life of the project, the interlined feeder services must continue to provide meaningful and complementary connections to one or more approved nationwide intercity bus services, comply with Federal regulations and other industry standards, including: Federal Motor Carrier Safety Administration (FMCSA) operating authority; National Bus Traffic Association (NBTA) membership; Insurance; Driver and Vehicle Safety Standards; and Operating and Terminal Access Agreements, as further, but not exhaustively, defined in Exhibit B.

### Service Requirements

- It is critical that interested Service Operators demonstrate previous experience with a public intercity bus route or comparable service and provide previous performance records, including performance records from contracts over the past five (5) years. The Service Operator is required to provide client references from the past five (5) years, which should include, at a minimum, three (3) references to confirm their service experience and quality) along with a completed Client Reference Questionnaire for any such reference. If any such references are not available, then an explanation of why such records are unavailable should be included in their stead. RMTD may check these and other references as necessary, advisable, and/or appropriate to make a determination of qualifications. RMTD should not be listed as a reference.
- Service Operators must provide a Unique Entity Identification (UEI). A UEI Number may be obtained from the following website – <https://www.sam.gov>.
- Service must be timely operated seven (7) days a week, three hundred sixty-five (365) days a year.
- The Service Operator(s) shall provide, safe, clean, reliable, courteous, accessible, and professional transit services at all times during the Contract period.
- The Service Operator(s) must offer proper ticketing.

- Service Operator buses will be required to obtain access to Intercity Bus's station or other nationwide intercity Service Operators facilities.
- An interline agreement with one or more approved nationwide intercity bus services to facilitate common ticketing and easy exchange of passengers and baggage along the determined corridor(s) is required. The Service Operator(s) and/or RMTD can maintain these agreements. Suitable proof that interline agreements are available to the Service Operator must be provided with the Proposal and in the place prior to execution of a Contract with RMTD, and the interline agreements must be in place within six (6) months of the commencement of service.
- The Service Operator(s) will be required to ensure that most (51%), preferably all, stops are associated with an indoor terminal and/or facility where passengers can buy tickets, including tickets for trips with a leg on one or more approved nationwide intercity bus services, and have basic amenities available to them (i.e., restrooms, refreshments, etc.). The Service Operator must secure required agreements or contracts for use of stops, using existing bus/train stations/stops when available. Possible locations should be identified in the Proposal. The successful Service Operator(s) will work with RMTD to set up a stop location, with it being understood that RMTD will be the lead party for any agreement therefor. Once approved by RMTD, stop locations may not be changed without the prior written approval of RMTD.
- The Service Operator(s) may be required to provide additional stand-alone ticketing. Currently, the operator of the two Intercity Bus routes is responsible for the ticketing process, with RMTD serving as a ticket agent for the I-88 Route.
- The Service Operator(s) may be required to maintain a toll-free number, which is exclusive to the Intercity Bus Project. Currently, RMTD maintains the Intercity Bus toll free number and anticipates continuing to do so.
- The Service Operator(s) will be required to provide wireless internet service which has consistent coverage in most of the areas of the identified Intercity Bus routes of this proposal. Reliable internet service is expected on the buses operated on the routes and in the terminals.
- RMTD will monitor on-time performance, as well as for consistency and reliability. The Service Operator's inability to meet a scheduled departure time or miss or skip specific stops, or issues with the Service Operator's drivers checking tickets (resulting in passengers boarding incorrect, e.g.,) constitutes an inability to meet service and can result in action up to and including termination of the Contract. The Service Operator(s) will be responsible for all additional costs incurred due to passengers missing or not providing access to their departure connections that is caused by the Service Operator.
- Capacity to carry luggage is a requirement for funding under this program. Passengers' baggage may be carried on the buses and stored in a safe location. For safety, security, and possible liability issues, baggage may not be held by the passenger, on the seat beside the passenger, nor placed in an area designed for a wheelchair. Baggage may not block any aisle in any way. The Service Operator(s) should have a baggage policy either published in the schedule, or available to the customer upon request.
- Regardless of whether checked baggage service is offered or the passenger takes responsibility for the handling of their own luggage, the Service Operator(s) will open the luggage storage compartment at each bus stop for passengers, assist passengers in loading and unloading baggage in the appropriate luggage storage compartment, and close the luggage compartment after all handling of baggage is completed at that stop. All baggage placed in the luggage

compartment must be tagged with the passenger's name, address, and telephone number. The Service Operator(s) will be responsible for providing luggage tags and for tagging, labeling, loading, and unloading checked baggage, and positioning checked baggage in the luggage storage compartment.

- Responsibility and procedures for handling any baggage loss claims filed by bus passengers will be defined in the interline agreements with a nationwide intercity bus service. The Service Operator(s) shall be responsible for all claims for passenger baggage not checked through the nationwide intercity bus service.
- A uniform bus fare structure will be maintained with standard transportation fees subject to RMTD's final approval. In addition to interlining nationwide intercity bus service tickets, Service Operator's tickets, vouchers, social service agencies, and other interline tickets may be used for this service. The Service Operator(s) will bill the nationwide intercity bus service or other sources for payment for the tickets and vouchers received in exchange for the rides. All ticket and voucher arrangements are to be negotiated and subject to RMTD's written final approval. Approval may be obtained via email.
- The Service Operator(s) may be required to conduct passenger surveys up to four (4) times each year (quarterly) of the Contract. RMTD will work with the service operator on the survey instrument, and collectively analyze survey results.
- All buses utilized by the Service Operator for this Contract must be fully accessible to persons with disabilities and to that end the Service Operator(s) shall meet both the letter and spirit of the American with Disabilities Act (ADA) requirements. All vehicles must be wheelchair lift equipped, and the Service Operator(s) will ensure each operator cycles the wheelchair lift before the daily pullout of all revenue vehicles. The Service Operator(s) is responsible for providing alternate transportation for a passenger when a lift fails.
- The Service Operator's bus public address systems must be operational and utilized by the operator during revenue operations.
- The Service Operator(s) must provide rider comment cards on buses and submit quarterly copies of comments received.
- The Service Operator(s) will be subject to review/audit during and after performance to ensure compliance with all Contract terms and applicable rules and regulations. RMTD and its representatives will have access to the Service Operator's financial, operational, and personnel records upon reasonable request to the Service Operator(s) for a period of up to three (3) years, following the close of the fiscal year.
- The Service Operator(s) will be required to maintain a customer complaint procedure and all complaints and staff action taken in regard to each complaint shall be documented, saved, and provided to RMTD upon its request. The Service Operator(s) will be responsible for notifying RMTD of service complaints from passengers, the public, and/or other carriers, within twenty-four (24) hours of the complaint.
- The Service Operator(s) will notify RMTD of any service cancellations within one (1) hour of the event causing the service cancellations or as soon as is reasonably practical. Service Operator(s) shall understand that public transport is the last to close during inclement weather. Service Operator(s) must attempt to provide safe transportation to all passengers to reach their final destinations, and keep running as long as it is safe to do so.

- The Service Operator(s) will follow any and all communication and protocol, including if there is to be any delay beyond twenty (20) minutes on any service or stop.
- The Service Operator(s) must provide timely and accurate fare box and service time and fee reporting, and, if needed, provide prompt and accurate customer refunds.
- The Service Operator(s) Project Manager shall be available on a daily basis to provide responses to inquiries of RMTD on all matters.

## **Bus System Vehicles**

Currently, RMTD works with the Service Operator(s) under a lease agreement in which the Service Operator(s) will use the seven (7) motor coaches of RMTD and for use on the two (2) existing intercity bus routes. Service Operators must state in their Proposal whether or not they have the demonstrated capacity and ability to supply the buses for the Intercity Bus project through a lease agreement. It is the preference of RMTD for the buses to be used exclusively for the Intercity Bus routes. It is a requirement that the buses be branded as Intercity Bus and there shall be no other commercial advertising permitted on the interior or exterior of any Intercity branded bus without the prior written approval of RMTD. No intercity branded bus shall leave the state or travel outside of the normal intercity service areas in Illinois without the prior written approval of RMTD and its fiduciary representatives. No intercity branded bus shall be used for charter service for any reason.

The Service Operator(s) will be solely responsible to furnish an adequate number of vehicles, and will be responsible for ensuring that the buses are available to meet scheduled departure times on a regular basis. Service Operator(s) should have the capacity to add additional motor coaches to the routes to handle the volume of passengers on peak days. For the existing routes, peak days.

The Service Operator(s) will be required to provide wireless internet service with consistent coverage across the areas of the state in which Intercity Bus travels on the buses that are used regularly on the intercity routes as well in the terminals of the proposed routes.

Requirements for buses supplied by the Service Operator(s) include that the buses are fully accessible to persons with disabilities. Buses supplied by the Service Operator(s) will have wireless internet available to passengers as described above.

Each revenue vehicle and non-revenue vehicle utilized to perform under a Contract shall receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections shall be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the Service Operator in the driver's daily reports and shall be available to RMTD and its Representatives upon request.

## **Ticketing**

The successful applicant of this Request for Proposals will be responsible for securing a ticketing system that will allow passengers to access tickets via several outlets including a website portal, ticketing agent.

Service Operators must state in their Proposal how they will implement ticket sales. This includes how they propose to sell tickets, control the number of tickets available for sale, and account for the number of tickets sold.

Service Operators should also include how they anticipate adding additional buses as needed based on the number tickets available for sale and/or the number sold.

## **Fuels and Materials**

All fuels, lubricants, parts, materials required for the performance of the project shall be supplied by the Service Operator(s).

## **Facility**

A facility for the storage and maintenance of the buses shall be supplied by the Service Operator(s).

## **Radios**

Some manner of two-way communications shall be supplied by the Service Operator(s) between each of the buses in operation and one base station.

## **Maintenance**

All vehicles utilized by the Service Operator under the Contract shall be maintained at Service Operator's expense in accordance with the manufacturer's specifications. Vehicles will be kept clean, inside, and out. Service records must be kept and made available for all vehicles. Service Operator(s) shall describe how and where vehicles will be maintained, and any maintenance system or procedures that may be used.

## **Damage**

All damages to vehicles utilized by the Service Operator to perform under the Contract shall be repaired in a high-quality manner or replaced, regardless of cause, within thirty (30) days of the occurrence causing the damage.

## **Marketing**

The Service Operator(s) shall have input for marketing the services to grow ridership through improvements in community awareness, convenience, availability, and identification of new markets/partnerships. However, RMTD handles the primary marketing and must approve all marketing plans. The Service Operator should attach to its proposal marketing ideas to assist in improving service effectiveness and efficiency.

## **Personnel**

The Service Operator(s) shall, at a minimum, furnish the following personnel:

**Project Manager:** The Service Operator(s) shall designate at least one (1) employee as the Project Manager who will serve as the liaison between the Service Operator and RMTD and who will be the contact person in this regard. The Project Manager shall be charged with the day-to-day oversight of Intercity Bus. As such, the Project Manager is ultimately responsible for ensuring that all functions of the



various personnel, as outlined below, are carried out. It is RMTD's preference to have one hundred percent (100%) of the Project Manager's time dedicated to the Intercity Bus service.

**Office Staff:** The Service Operator(s) shall have a sufficient number of employees to staff their office at required times. The Service Operator(s) will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. This includes dispatcher(s), accounting staff, and at times, staff to assist with customer service. The Service Operator(s) must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

**Maintenance Person:** The Service Operator(s) shall be required to furnish a person qualified to maintain and **work on vehicles identified for use on these routes** or, alternately, with RMTD's approval secure a third-party contract.

**Drivers:** The Service Provider(s) will be required to furnish an adequate number of drivers to handle the passengers who wish to use the service – drivers of this service must be employees of the Service Operator(s) who is solely responsible for driver hiring and training. RMTD and its Representatives and IDOT shall have access to the Service Operator's personnel records upon reasonable notice to the Service Operator(s).

#### Minimum requirements for drivers

- Drivers must have a valid Class A or B Commercial Driver's License (CDL) with passenger and air brakes endorsements.
- All drivers must have a physical at the time of hire and have been offered vaccination for Hepatitis B. A copy of the valid signed statements for each shall be kept on file.
- Drivers shall successfully pass drug and alcohol tests.
- A written record from the Illinois Secretary of State must be submitted for each driver, with a semi-annual follow up; drivers shall not have an accumulation of more than four (4) points on their Illinois Driver's License and no DUI offense; if the driver's license has ever been suspended, there must be two (2) full subsequent years with no moving violations; under no conditions will a person convicted of a felony or drug/alcohol offense be allowed to participate in the project.
- Bureau of Criminal Investigation (BCI) background check, with follow-up as needed. In addition, all persons in safety sensitive positions, who have lived outside of Illinois at any time during the five (5) years prior to employment in the safety sensitive position, must successfully pass an FBI criminal background check. No person posing a risk to consumers shall be permitted to participate in the Intercity Bus Project.

All drivers must receive or have received, at a minimum, the following training:

- Emergency Evacuation Procedures training to have been or to be completed within thirty (30) days of hire of each driver.
- Defensive Driving (including behind the wheel practicum), with follow-up annually.
- Sensitivity training on dealing with special populations (including Passenger Assistance Techniques Training), with follow-up annually.
- One (1) hour of Drug and Alcohol Training.
- CPR/First Aid training, with follow-up every two (2) years.
- Bloodborne Pathogen training, with follow-up annually.
- Wheelchair lift use training, with follow-up annually.

Drivers shall be required for each day of service to maintain vehicle logs in accordance with the electronic logging device (ELD) rule, as congressionally mandated as a part of MAP-21, unless otherwise exempt. Drivers are still bound by the share records of duty status (RODS) data requirements in 49 CFR 395 and must prepare RODS when required using paper logs, an Automatic On-Board Recording Device,

or a logging software program. Logs shall include beginning and ending mileage, pullout times, deadhead miles, pull in times, start, and end times, and passenger count, including pick-up and drop-off locations. Drivers shall also collect tickets. Preference may be given to Service Operators offering transit vehicles equipped with electronic logs.

Drivers will ensure the safe transportation of all riders and shall comply with all Service Operators(s), RMTD, State and Federal policies, rules, and regulations. Drivers shall have excellent communications skills in dealing with the public. Preference may be given to Service Operators offering transit vehicles equipped with on-board cameras.

No Service Operator to this RFP shall in any way, directly or indirectly, discriminate against any person because of race, color, handicap, sex, national origin, or religious creed.

Service Operators should include, at a minimum, resumes for the Project Manager and any other managerial, supervisory, and/or lead personnel who will be involved in the management of the delivery of the services proposed. Credentials submitted will be subject to verification.

## **Provider Reporting Requirements**

Accident, injury, and/or incident: In the event of an accident, injury, and/or other incident, the Service Operator(s) must notify RMTD immediately, or within twenty-four (24) hours, following any post-accident procedures, depending on the nature of the accident/injury/incident. The Service Operator shall follow up with the submission of a completed Accident, Injury, and Incident Report to the RMTD designee within one (1) business day following the time of the accident, injury, and/or incident.

Daily Records: Daily records verifying passenger and vehicle trips, service hours, and service miles including but not limited, the following information:

- Driver name and vehicle number.
- Total daily passenger counts (passengers getting on and off at each stop).
- The daily mileage by vehicle as recorded to the nearest mile.
- The daily vehicle hours by vehicle as recorded to the nearest mile.

The Service Operator(s) shall maintain all trip logs and other records in a safe and secure place for a period of three (3) years after the applicable year-end.

Monthly Records: The Service Operator(s) will be required to provide monthly passenger count information, miles operated, passenger miles, vehicle hours and miles and all passenger revenue by route in a RMTD prescribed format to support RMTD's financial reporting requirements to ensure continued funding. Service Operator(s) shall comply with all FTA National Transit Database reporting requirements.

The Service Operator(s) must submit invoices no later than ten (10) days after the reported service period has ended. Invoices must be accompanied by progress reports. Invoices must be submitted monthly. Requisition of expenses will be on a quarterly basis.

The Service Operator(s) will be required to keep copies of all billings, payments, and checks received from any nationwide intercity bus service, passengers, and other ticket agencies, and to make these documents available to RMTD, for review with three (3) days' notice. Travel agency tickets will be included in the Service Operator's billings. RMTD will invoice IDOT either monthly or quarterly per IDOT's prescribed frequency, for the amount due to Service Operator(s).

The Service Operator(s) will be required to cooperate and fulfill all reporting requirements regarding FTA Section 5311(f).

## Fares

One-way fares will be prescribed by the Service Operator.

Tax and service fee added at time of purchase.

Children 5 years old and younger ride for free with an adult ticket.

Currently, Illinois taxes are 6.25 % and the service fee is \$2.00 per transaction. The service fee covers the cost of the online ticketing platform. The service fee is also built into the cash ticket prices.

All fares and contract revenues must be properly maintained and safeguarded. The Service Operator(s) is responsible for any losses or thefts and shall be reported to RMTD within twenty-four (24) hours of any such incident of loss and/or theft.

Service Operators, other than as described in this Section of the RFP, must have prior RMTD approval. RMTD retains the right to expand and consider alteration of the rate structure, with proper notification to the public at any time in the future.

## Complaint Procedure

The Service Operator(s) is required to have a customer complaint procedure. All complaints and staff action taken in regard to a complaint shall be documented, saved, and used for planning and review purposes.

## Proposed Marketing Plan Suggestion/Ideas

The Service Operator(s) shall be responsible for assisting RMTD in marketing the intercity service to grow ridership through improvements in community awareness, convenience, availability, and identification of new markets/partnerships.

**The Service Operator must attach Marketing Plan Suggestions/Ideas to address how it proposes to assist in improving service effectiveness and efficiency.** Options could include: incentives/disincentives for mutually determined transit system outcomes, revamping service to improve performance measures and attract transportation partnerships with other publicly funded agencies (e.g., reallocation of duplicative miles and hours, introducing curb-to-curb services, etc.), seeking opportunities to work with regional colleges and university, and improving marketing and public outreach efforts (including consistent signage and transfer locations among the various Service Operators that would assist local travelers).

## Section I: Contract Award Requirements

### Required Insurance Coverage

All Service Operators are required to provide certification of insurance. A copy of Certificate of Insurance shall be submitted with the Proposal providing the following assurances:

- Worker’s Compensation Insurance as required by Illinois law and any other state in which work will be performed, or letter of exemptions (submit proof with Proposal).
- For interlined feeder services, the Service Operator must have automobile liability insurance, which must cover the vehicle equipment, with a combined single limit of not less than \$1 million per occurrence for bodily injury and property damage combined (submit proof with Proposal).
- For terminal access, the Service Operator must have general liability insurance, which must include personal injury, contractual and employer’s liability, with a combined single limit of not less than \$5 million per occurrence for bodily injury and property damage combined (submit with Proposal).
- All insurance shall be in the form and with such carriers satisfactory to RMTD. The insurance carrier must be authorized to do business within the State of Illinois and be able to issue the insurance required above. Insurance is to be placed with a carrier that has a Best’s rating of A- or higher. The risk manager for the State of Illinois must approve any exception. The policy must reference the State’s contract number (i.e., GCA #). The insurance policies shall be endorsed to include IDOT, RMTD, the City of Dixon, Intercity Bus, and their officers, officials, agents, and employees as additional insureds.

## **Service Operator Responsibility Prior to Start of Service**

Service Operator must complete the following prior to commencing the Contract:

- Finalize service schedule, including all time points and submit to RMTD For written approval. Provide RMTD with schedules, route information, and a list of existing facilities that will be used (and if any out-of-state facilities will be used a reason for why those facilities will be used), at least sixty (60) days prior to beginning service.
- Secure required agreements or contracts for use of current stops or secure new agreements or contracts for a new stop location with RMTD as the lead party for any such agreement/contract, at least sixty (60) days prior to beginning service. When possible, any new stop location should be staffed stop(s) with the ability to sell tickets, including tickets for trips with a leg on one or more national intercity bus service. Any new stops or changes to the current stops must be approved in writing by RMTD.
- Obtain FMCSA authorization to enter into interlining agreements with one or more nationwide intercity bus services and other carriers connecting along the route. Because the Service Operator(s) will be connecting with an interstate carrier, they will fall under FMCSA authority and will be assigned a U.S. Department of Transportation number designating interstate authority. The application process filed with the State of Illinois can typically be completed in about sixty (60) days.
- Develop communication protocols with transportation partners, including, but not limited to, Intercity Bus, Amtrak, and other identified Project Partners and Project Stakeholders to ensure passenger transfers and other coordination activities are possible.
- Identify service vehicles that will be used as back up vehicles that are compliant with all Federal Motor Vehicle Safety Standards and ADA requirements, including, without limitation, wheelchair accessibility. Preferably, over the road coaches shall not have more than 250,000 miles or be more than seven (7) years old. Body on chassis vehicles shall not have more than 125,000 miles (diesel) or 80,000 miles (gasoline), nor be more than three (3) years old.
- Provide the Project Administrator with the following information about any vehicle used as part of the Contract, including back-up vehicles, and those that may be used by a subcontractor if they are operating part of the schedule:
  - Vehicle Identification Numbers
  - Seating capacity
  - Number of wheelchair tie downs (minimum of 2)
  - Maintenance schedules and maintenance history

- Service Operator(s) who intend on purchasing new vehicles to support the Intercity Bus project should provide a plan/timeline which demonstrates that the vehicles will be available for use by the time of the Contract start.
- Obtain sponsored membership in the National Bus Traffic Associates (NBTA) through a recognized nationwide intercity bus service sponsored carrier, within six (6) months of starting this service, in order to interline successfully with other carriers. As a sponsor, the nationwide intercity bus service must send a letter in support of the membership and agree to reconcile revenue collections with the rural feeder service operator.
- Ensure updated state registration (i.e., "Uniform Application for Single State Registration for Motor Carriers Registered with the Secretary of Transportation") in order to provide service as described in the Statement of Work.

## **Contract Clauses and Provisions**

### Adequate Provisions

The Contract contains adequate provisions to constitute sound, complete, and binding agreement.

### Proposal Acceptance

Each Proposal will be submitted with the understanding that the acceptance in writing by RMTD of the Proposal to provide target service will constitute a Contract between the Service Operator and RMTD. The Contract will bind the Service Operator to furnish and deliver at the proposal price, and in accordance with conditions of said accepted Proposal and the specifications contained therein.

### State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Illinois and to that end the Contract shall be considered as a contract made and to be executed at RMTD in the City of Dixon, Illinois, the Courts of Lee County shall have original jurisdiction over any legal matters arising from this tender.

### Reserved Rights: Limitations on Funding

The Contract is contingent upon funds being appropriated by IDOT. In the event funding is decreased or eliminated, in whole or in part, RMTD reserves the right to modify or terminate the Contract accordingly. Additionally, RMTD reserves the right to make changes to service as needed, or as RMTD sees fit, at any time during the Contract period.

### Subject to Financial Assistance

The services described in this RFP are to be purchased with the assistance of a grant from the FTA and IDOT. The award of this contract is subject to a financial assistance contract between RMTD and IDOT. The successful Service Operator will be required to comply with all terms and conditions prescribed for third-party contracts in a grant agreement with FTA. The FTA's Master Agreement can be accessed at [https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-11/FTA-Master-Agreement-v30-2022-11-02\\_0.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-11/FTA-Master-Agreement-v30-2022-11-02_0.pdf). This grant contract is available for examination by prospective Service Operators at RMTD.

### Invoicing and Payment

Service Operator shall submit properly documented invoices as discussed in the Section Accounting Records by the 10<sup>th</sup> of the month, but not more than a month, based on vehicle hours of service. After

reviewing and verifying invoices, RMTD will process said invoices and remit payment within 45 days, providing state and federal grant monies have been received.

Any overpayment to Service Operator which may be determined by an audit must be refunded to RMTD.

#### Accounting Records

The Service Operator shall establish and maintain in accordance with requirements established by RMTD, IDOT, and FTA, separate accounts for the project, in accordance with IDOT's Grants Management System, either independently or within its existing accounting system to be known as the "Project Account."

All costs charged to the project, including any approved services contributed by the Service Operator or others, shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers, evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of RMTD, IDOT, and FTA.

All accounting records shall be retained for three (3) years following a final audit or as may be designated by RMTD.

#### Other Records and Reports

Service Operator will be responsible for properly maintaining separate records for the rural intercity services as deemed necessary by RMTD apart from other records. Such reports include monthly performance reports to RMTD and performance reports should include financial, operating, inventory, maintenance, training, and administrative reporting.

Service Operator will be responsible for creating updated bus schedules for each separate route. All planned service or rate changes must be met with prior approval from RMTD, who reserves the right to make the final decision on any changes to the rate or route.

All vehicles, brochures, and telephone directory advertisements must clearly state the name of the transit system and the funding sources. The schedule must be made available on disc and audio tapes for visually impaired persons.

All records must be available for review by RMTD and IDOT.

#### Resolution of Disputes

For terms associated with the resolution of disputes, please see the contractual clauses section of this notice.

#### Termination

RMTD may, by written notice to Service Operator, terminate the project and cancel a Contract for any of the following reasons:

- a. Termination for Convenience (General Provision). RMTD may terminate a Contract, in whole or in part, at any time by written notice to Service Operator when it is in RMTD's best interest. If a Contract is terminated for convenience of RMTD, the Service Operator shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Operator shall promptly submit its termination claim to the Project Administrator to be paid. If the Service Operator is in possession of any of RMTD's property, the Service Operator

shall account for same and dispose of it in the manner the Project Administrator directs.

- b. Termination for Default (Breach or Cause) (General Provision). If Service Operator fails to perform in the manner called for in a Contract, or if Service Operator fails to comply with any other provisions of a Contract, RMTD may terminate a Contract for default. Termination shall be affected by serving a notice of termination to Service Operator that sets forth the manner in which the Service Operator is in default. Service Operator shall only be paid the contract price for services performed in accordance with the manner of performance set forth in a Contract.

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

- c. Opportunity to Cure (General Provision). RMTD in its sole discretion may, in the case of a termination for breach or default, allow the Service Operator an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

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

- d. Waiver of Remedies for any Breach. If RMTD elects to waive its remedies for any breach by Service Operator of any covenant, term or condition of a Contract, such waiver by RMTD shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of a Contract.
- e. Termination Due to Change in Funding. In the event that Federal, state, or local funding is reduced or eliminated, in whole or in part, RMTD may cancel a Contract by notifying Service Operator in writing within thirty (30) days of receiving notice of the funding reduction or elimination.

In the event of any termination due to a change in funding, the Service Operator will be paid the agreed upon rate for services delivered up to the date of termination. The Service Operator shall deliver all records, equipment, and materials to RMTD within five (5) business days of the date of termination.

In the event of any termination, RMTD may in its sole and absolute discretion, but is not obligated to, award the routes subject to the terminated Contract(s) to the other Service Operator(s).

### Severability

In the event any provision of a Contract arising out of this RFP is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of a Contract and each provision of a Contract will be and is deemed to be separate and severable from the other provisions.

### Contract Subletting

The Service Operator shall not subcontract any part of the services without prior written approval from RMTD. No subcontract shall, under any circumstances, relieve the Service Operator of the responsibilities and obligations under a Contract.

### Assignment Transfer

There shall be no assignment or transfer of interest or delegation of the Service Operator's rights, duties, or responsibilities under a Contract without the prior written approval of RMTD.

### Regulatory Requirements

The Service Operator shall comply with all Federal, state, and local licensing and/or regulatory requirements for the provision of public transportation services. The Service Operator shall comply with all clauses included in the FTA's Master Agreement, referenced herein.

### Contract Change

Prior to execution, RMTD may modify the terms of a Contract as it deems necessary provided that said changes remain within the Statement of Work as originally contemplated by this RFP.

### Responsibility for Claims and Liability

The Service Operator shall be responsible for and save harmless the City of Dixon, RMTD, IDOT and FTA for all damage to life and property due to activities of the Service Operator, its subcontractors, agents, or employees, in connection with the execution of the project, and shall have insurance that complies with Section I.

The Service Operator is responsible for maintaining the project facilities, equipment, and vehicles and will abide by the standard Federal and State assurances as agreed by RMTD.

### Default

Neglect or failure of the Service Operator to comply with any of the terms, provisions, or conditions of a Contract or failure of any representation made to the City of Dixon, RMTD, IDOT, or FTA in connection with a Contract by the Service Operator to be true, and/or the inability of the Service Operator to fulfill its obligations through the balance of a Contract period, shall be considered an "event of default."

### Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Service Operator agrees that it will comply with the requirements of 49 U.S.C. 5323(h)(3) by refraining from using any Federal assistance awarded by FTA to support procurements using an exclusionary or discriminatory specification.

### Interest of Members or Delegates to Congress

In accordance with the requirements of 41 U.S.C. 22, the Service Operator agrees that it will not allow any member of or delegate to the Congress of the United States to any share or part of a Contract or to any benefit arising therefrom.



Restrictive Covenants

The Service Operator agrees that the Contract shall contain restrictive covenants, including covenants not to compete and not to solicit, to protect the Intercity Bus project and stakeholders.

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# PART II: INSTRUCTIONS TO SERVICE OPERATORS

## Section A: Service Operators Checklist

- \_\_\_\_\_ Signed Cover Letter / Letter of Transmittal
- \_\_\_\_\_ Resumes of key personnel that will be assigned to the Intercity Bus Project
- \_\_\_\_\_ Project Narrative
- \_\_\_\_\_ U.E.I. Number
- \_\_\_\_\_ Certificate of Insurance or letter from an underwriter confirming that the Service Operator can be insured for the required amount
- \_\_\_\_\_ Workers Compensation Certificate
- \_\_\_\_\_ Copy of their most recent completed financial audit, if requested
- \_\_\_\_\_ Letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty (if applicable)
- \_\_\_\_\_ Lobbyist Certificate
- \_\_\_\_\_ Suspension and Debarment Certificate
- \_\_\_\_\_ Drug and Alcohol Program
- \_\_\_\_\_ Technical Proposal
- \_\_\_\_\_ Cost Proposals for each Route, including Worksheets
- \_\_\_\_\_ Service Policy and Procedures Manual
- \_\_\_\_\_ Service Operator Qualification and Reference Forms
- \_\_\_\_\_ Information regarding vehicles to be used as part of the Contract
- \_\_\_\_\_ Acknowledgement of any addendums received (if applicable)

This non-exhaustive list is posted as a helpful organizational tool. The Service Operator is responsible to include all information requested in this RFP.

## Section B: Submission Information and Requirements

RMTD reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals or any part of a Proposal and to waive any informality and accept the most favorable Proposal to meet the best interest of RMTD and its stakeholders as determined by the evaluation criteria contained in this RFP.

In order to be considered, a hard copy of the Proposal must be received at the administrative offices of RMTD on April 15, 2025, at 1:00 PM CST. It is the Service Operator's responsibility to ensure its Proposal arrives on the Proposal Deadline. All required documents for the Proposal must be submitted via the electronic Submission Procedure listed below. An accompanying email version of the proposal is to be sent to the Intercity Bus Administrator, [procurement@reaganmtd.org](mailto:procurement@reaganmtd.org), listing the documents submitted through the procedure is also required for Proposal receipt confirmation.

### Project Narrative

- A. Service Operators are to provide: a brief description of their major business functions, history, and organizational structure; previous references from parallel types of services; a mission or vision statement for their current business; and a vision statement for the Intercity Bus project.
- B. Service Operators must describe their experience in successfully operating a public intercity bus route or comparable service.
- C. Service Operators must identify any policies and procedures that have been successfully demonstrated by them that had a positive impact on service effectiveness and efficiency.
- D. Service Operators must describe how they will operate the Intercity Bus project. This description should include information about personnel that would be assigned to the project and demonstrate an understanding of the importance of Interlane Connections with other intercity bus service and/or train or air services.
- E. Service Operators must clearly identify which routes they are bidding on.
- F. Service Operators must provide a description of the facilities they will use to store and maintain the buses in Illinois.
- G. Service Operators must clearly state whether they would need RMTD to supply additional buses or whether they would have the capacity and ability to supply the buses through a third-party lease agreement.
- H. Service Operators must state how they anticipate handling ticket sales.
- I. Service Operators must clearly state the percentage of subsidy needed to operate the routes they bid on.
- J. Service Operators should include how they would / will plan to collaborate with the marketing partner.
- K. Service Operators must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.
- L. Service Operators must explain their plan for meeting the anticipated match requirement with a detailed summary describing the match, its source, and how it might affect or change the current system.
- M. Service Operators must describe how they will handle the maintenance and up-keep of the buses as well as where the buses will be stored.
- N. Service Operators must describe how they will accomplish the transition of the service from the existing operator, including timelines and milestones for implementation to ensure that service, if applicable, will not be interrupted.

## Section C: Service Operator Qualifications and Reference Form

(Note: The Service Operator authorizes RMTD to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information can be grounds for proposal rejection).

### 1. SERVICE OPERATOR INFORMATION

a. Business Name: \_\_\_\_\_

b. Owner Name: \_\_\_\_\_

c. Business Address: \_\_\_\_\_

d. Business Phone: \_\_\_\_\_

Other Relevant Phone Numbers: \_\_\_\_\_

e. Web Address: \_\_\_\_\_

f. Relevant Email Addresses: \_\_\_\_\_

g. Number of Employees: \_\_\_\_\_

h. Annual Sales \$: \_\_\_\_\_

i. Date Business Established: \_\_\_\_\_

j. Insurance Agent Name: \_\_\_\_\_

k. Insurance Agent Address: \_\_\_\_\_

l. Insurance Agent Phone: \_\_\_\_\_

**2. FOR THIS PROJECT ONLY**

a. Name of Project Manager: \_\_\_\_\_

b. Business Phone: \_\_\_\_\_

Other Relevant Phone Numbers: \_\_\_\_\_

c. Business Address: \_\_\_\_\_

d. Email: \_\_\_\_\_

**3. COMPARABLE PROJECTS IN SIZE AND SCOPE:**

*Please include a brief description of these projects in the Proposal.*

a. Name of Project: \_\_\_\_\_

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

Dates of Operation: \_\_\_\_\_

Contractual Amount: \_\_\_\_\_

b. Name of Project: \_\_\_\_\_

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

Dates of Operation: \_\_\_\_\_

Contractual Amount: \_\_\_\_\_

c. Name of Project: \_\_\_\_\_

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

Dates of Operation: \_\_\_\_\_

Contractual Amount: \_\_\_\_\_

d. Name of Project: \_\_\_\_\_

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

Dates of Operation: \_\_\_\_\_

Contractual Amount: \_\_\_\_\_

**4. REFERENCES**

a. Firm Name: \_\_\_\_\_

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

Name of Reference: \_\_\_\_\_

Position Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

b. Firm Name: \_\_\_\_\_

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

Name of Reference: \_\_\_\_\_

Position Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

c. Firm Name: \_\_\_\_\_

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

Name of Reference: \_\_\_\_\_

Position Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## **Section D: Drug and Alcohol Testing Program and Certification**

The Service Operator(s) will be required to comply with all the rules and regulations of the U.S. Department of Transportation regarding Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations as required by 49 CFR Part 655. A drug and alcohol testing program that includes up to date record keeping and monitoring of employees must be in place on the effective date of the Control for this service. The Service Operator shall submit its Drug and Alcohol Program – including procedures for random testing – with its Proposal.

In addition, the Service Operator must submit the Drug and Alcohol Testing Program Certification on the following page with this Proposal.



## Drug and Alcohol Testing Program Certification

Project Name: \_\_\_\_\_

The Drug and Alcohol testing requirements apply to Operational Service Contracts where safety sensitive functions are being performed. FTA's drug and alcohol rules are mandated in 49 CFR Part 655.

The Service Operator agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40, 653, and 654, produce any documentation necessary to establish its compliance with Parts 40, 653, and 654, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations and agents, or the State Oversight Agency of Illinois (or state of the Service Provider) to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40, 653, and 654 and review the testing process. To certify compliance the Service Operator shall use the "Substance Abuse Certifications" in the "Annual List of Certification and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Service Operator hereby certifies it will meet the requirements of 49 CFR Parts 40, 653, and 654.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Section E: Cost Proposal Summary

A Service Operator submitting a Proposal in response to this RFP should base the pricing of its Proposal on a cost-reimbursement basis and a mileage-reimbursement basis. An Excel document with editable Cost Proposal worksheets is provided in this Application Package. This Excel document includes areas to calculate both required Proposals (Cost Reimbursement and Mileage Reimbursement).

This agreement with the successful bidder will be for a total of four (4) one-year contracts. Cost Proposals should be submitted independently for years 1-4, with a four (4) year summary of the total cost to operate for the 48-month term, and not based on the amount of subsidy being requested. Service Operators should submit one (1) Cost Proposal per route they are bidding on along with a combined one-year Cost Proposal.

Cost Centers eligible for reimbursement are as follows:

- Maintenance
- Transportation
- Station
- Marketing
- Insurance / Safety
- Admin / General
- Operations Taxes and Licenses
- Operating Costs
- In-Kind Match

Note: Depreciation (including non-bus depreciation) is not an eligible expense for reimbursement.

*While not part of the proposed budgets for this project, it is important to note that the following data will be requested from Service Operator(s) on a monthly basis and as part of the reimbursement document include:*

- Bus Miles Operated
- Bus Service Hours
- Passenger Revenues (fares)
- Passenger Count
- Hours of Service
- Number of Trips
- Miles Operated

Service Operators are to submit one (1) original of the Cost Proposal Summaries via the procedure described above in Section B: Submission Information & Requirements.

### Part I – Cost Reimbursement Contract

Service Operators are to use the Cost Proposal Summary Excel worksheets, an example of which can be found in Exhibit B for submitting the proposed cost for operating the projects as described in this RFP. Each worksheet should be submitted electronically through the procedure found in Section B: Submission Information & Requirements above.

For every line item with an amount on Exhibit B, please provide a detailed calculation on a separate sheet of paper and include it with your Proposal. An example follows:

Labor – Operator Wages @ \$15.00/hr. X 2,080 hrs. = \$31,200.

If less than one hundred percent (100%) of the cost of an item will be used for Intercity Bus, please submit a cost allocation plan with your Proposal, e.g., if only fifty percent (50%) of a facility is used by Intercity Bus, then only fifty percent (50%) of the associated facility costs should be charged through to Intercity Bus.

Assumptions for Current Intercity Bus Routes:

Annual Vehicle Revenue Hours of Service  
Annual Vehicle Revenue Miles of Service  
Annual # Passengers  
Annual Farebox Revenue

## **Part II – Mileage Reimbursement Contract**

Using the Cost Proposal Summary Excel worksheets provided with this Application, fill in the Cost Per Mile section on each worksheet. This Cost Proposal must establish a total cost per mile driven for the purpose of obligating funds and establishing a designated price for each mile driven during the term of the Contract, without a price ceiling.

The Service Operator(s) must describe how emergency and unusual situations will be handled. For example, if a bus goes out of service during its route – is the cost of such exigent circumstance built into the per mile price provide in the Cost Proposal and if not, a description of how such circumstances should be handled on a compensation basis must be included. The Service Operator should carefully consider all possible circumstances in crafting its Proposal as the resulting Cost Proposal will be used to negotiate the Contract.

Please make sure to provide detailed calculations wherever possible.

As an incentive to promote increased ridership, awardees of Mileage Reimbursement Contracts will be permitted to retain any farebox revenues in excess of any service fees, and any other costs and expenses RMTD imposes or otherwise incurs in connection with the Intercity Bus project that are received during the term of the applicable Contract(s). However, the Service Operator(s) participating in this incentive shall be required to report the farebox revenue received by route for each month along with their invoice. Please note that this incentive is entirely at RMTD’s discretion and RMTD reserves the right to discontinue the incentive at any time for any reason (or for no reason).

## Part III: Evaluation Criteria

### Evaluation Team

The Evaluation Team, consisting of officers and employees of RMTD will make all decisions regarding the evaluations, determination of responsible Service Operators and the competitive rate, negotiations, and the selection of the Service Operator(s), if any, that may be awarded the Contract. The Evaluation Team will carry out the detailed evaluations and report all of its findings to IDOT for an opportunity to review and comment. The Evaluation Team may elect to award one (1) or more Service Operators without further discussion, or may determine no Service Operator meets the needs of RMTD. RMTD reserves the right to discontinue the selection process and begin the entire RFP process anew.

After the interviews or negotiations, RMTD expects to award a Contract to the Service Operator(s) which in the Evaluation Team's opinion has made the best offer based on the following evaluation criteria. If the successful Service Operator refuses or fails to execute the Contract, RMTD may award the Contract to another Service Operator whose proposal complies with the RFP requirements and any addenda thereto. The period of time within which such an award of the Contract may be accepted by the Service Operator shall be specified by RMTD when the Contract is awarded.

During the evaluation and negotiation process, RMTD members may not disclose information from one Service Operator to another Service Operator. Once a Contract is executed by a Service Operator, all information provided by the Service Providers shall remain confidential to the extent permissible by law, to the extent RMTD is not required to disclose such information by applicable law, regulation, or process.

### Proposal Selection Process

An award, if made, will be to one (1) or more Service Operators who are, in RMTD's judgement, found to be in the best interest of RMTD and the intercity service. Any selection of a Proposal found to be in the best interest of RMTD and the intercity service will be made based upon RMTD's consideration and assessment of the following criteria of "Qualification Requirements" and "Proposal Evaluation Criteria." The final determination of a Service Operator's qualifications may also be based upon information received during the evaluation process and as a condition for award.

### Qualifications Requirements

The following are the requirements for qualifying Service Operators. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any Proposal that the Evaluation Team finds does not meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Team to be unqualified and its Proposal rejected. The requirements are as follows:

- A. Demonstration of a clear and concise understanding of the scope of services being requested in the Statement of Work and an ability to achieve the objectives set forth in the Statement of Work including maintaining the routes, bus preventative maintenance and regular inspections, coordination with partner agencies and other Service Operator(s) and quality customer service.
- B. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
  - a. Service Operator's financial statements prepared in accordance with GAAP and audited annually by an independent certified public accountant authorized to practice in the jurisdiction of either RMTD or the Service Operator

- b. Willingness of any parent company to provide the required financial guarantee evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guarantee.
  - c. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Service Operator can be insured for the required amount or a current Certificate of Insurance that states the minimum insurance requirements are already being met.
- C. Evidence that the human and physical resources are sufficient to perform the Contract as specified in the Statement of Work and assure delivery of all services within the time specified in the Contract, to include:
- a. Sufficient staff with skills, experience, requirements, and equipment to fulfill the Contracts).
  - b. Access to adequate facilities for the storage and maintenance of the buses.
- D. Evidence of satisfactory performance and experience sufficient to perform the Contract(s) as specified in the Statement of Work in operating a public Intercity Bus route or comparable service. Evidence shall be the Service Operator's experience with projects of comparable size and scope and client references.

#### Evaluation Criteria

The following criteria, listed by their relative degree of importance, will be utilized to evaluate and rank those Proposals which are timely submitted and which satisfy the above qualifications for the purposes of determining a competitive range for utilization by the Evaluation and Selection Committees in analyzing and comparing Proposals for a potential award.

- *Qualifications and Resources*
  - *Technical and Management*
  - *Cost / Price*
  - *Proposal Presentation*
- A. **Qualifications (35 Points)**. The Proposal will be evaluated to the degree to which the Service Operator meets or exceeds the required qualifications. The following factors are listed in their relative importance.
- a. **Experience and Performance**. Service Operator's experience with similar types of service, dispatching, scheduling, and reporting. Previous performance records, including performance records from contracts over the past five (5) years. Client references from the past five (5) years and a completed Client Reference Questionnaire for any such reference and if any such references are not available then an explanation of why such records are unavailable.
  - b. **Human and Physical Resources**. The number of staff with skills, experience, knowledge, requirements, and equipment to fulfill the Contract, including, without limitation, an adequate number of drivers to handle the passengers who wish to use the service. Access to facilities for the storage and maintenance of the buses and a description and the address thereof, and the type of equipment available at such facilities.
  - c. **Financial Strength and Resources**. Resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner.

- B. **Technical Proposal (25 Points)**. The Proposal will be evaluated for the following factors which are listed in their relative order of importance.
- a. **Service Plan and Design**. Service Operator has demonstrated a comprehensive plan that includes operations management and system design such plan to include a description of their cash handling policies and procedures and customer complaint procedures. If a match source, other than Greyhound is proposed the service Operator has thoroughly detailed that match, its source, and how this change in match might effects or changes the current system.
  - b. **Understanding**. Service Operator has demonstrated a thorough understanding of the Statement of Work and their role and responsibilities.
  - c. **Marketing Plan Suggestions / Ideas**. Service Operator has demonstrated knowledge of opportunities relating to growing Intercity Bus.
- C. **Cost Proposal (20 Points)**. The Cost Proposal will be assessed for affordability. Proposed budget must be complete, realistic, and cost effective.
- D. **Compliance (10 Points)**. The degree of compliance with both required and suggested provisions of the RFP.
- E. **Proposal Presentation (10 Points)**. Proposal is organized and responsive to all areas contained in the RFP; Service Operator exhibited confidence and knowledge regarding the proposed operation by specifically addressing how they will meet the requirements laid out in the Part I, Section H: Statement of Work and Part II, Section B: Submission Information and Requirements of this RFP. The scores for category E will be assigned according to the following:

<b>9-10</b>	Exceptional. Fully compliant with RFP requirements and requested offerings and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions.
<b>6-8</b>	Good to Superior. Compliant with RFP requirements and requested offerings; some minor errors, or risks, or weaknesses or omissions.
<b>4-5</b>	Adequate. Minimally compliant with RFP requirements and requested offerings; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.
<b>1-3</b>	Poor to Deficient. Non-complaint with RFP requirements and requested offerings; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.
<b>0</b>	Unacceptable. Total deficient and not in compliance with RFP requirements; not correctable.

In addition to the criteria listed above, a determination of the potential risks and benefits, and strengths and weaknesses of each Proposal will be made by RMTD in consultation with IDOT.

## SERVICE COMPLIANCE REQUIREMENTS

### Compliance Requirements

The Service Operator(s) of the target intercity bus service routes providing interlined feeder service to the approved national intercity bus service along identified corridors must comply with federal regulations and other industry standards, including:

- Federal Motor Carrier Safety Administration (FMCSA) operating authority.
- National Bus Traffic Association (NBTA) membership.
- Driver and vehicle safety standards.
- Insurance.
- Operating and terminal access agreements.
- Disadvantaged Business Enterprise.

#### **FMCSA Operating Authority**

- Because the Service Operator(s) will be connecting with an interstate carrier, the Service Operator(s) will fall under FMCSA authority and will be assigned a U.S. Department of Transportation (USDOT) number designating interstate authority.
- The approved nationwide intercity bus service must be able to help the Service Operator(s) secure FMCSA operating authority through an application process filed with the State of Illinois that can be completed in approximately sixty (60) days.

#### **NBTA Membership**

- Once the Service Operator(s) has secured FMCSA operating authority, a nationwide intercity bus service, approved by IDOT, can sponsor the Service Operator(s) in applying for “transit sponsored” NBTA membership.
- As a sponsor, the approved nationwide intercity bus service must send a letter in support of the membership and must agree to reconcile revenue collections with the rural feeder service operator

#### **Driver and Vehicle Safety Standards**

- Drivers must have a valid CDL.
- Drivers must comply with the electronic logging device rule, as applicable, in addition to the RODS data requirements in 49 CFR 395, documenting hours of service.
- Vehicles must carry FMCSA/USDOT number (secured through FMCSA authority) on their vehicle(s).
- Vehicles are subject to periodic safety inspections by local/federal enforcement officials.
- Vehicles may be subject to roadside inspections if enforcement officials find cause.

#### **Insurance Requirements**

- Worker’s Compensation Insurance as required by Illinois law and any other state in which work will be performed, or letter of exemptions (submit proof with Proposal).
- For interlined feeder services, the Service Operator(s) must have automobile liability insurance, which must cover the vehicle equipment, with a combined single limit of not less than \$1 million per occurrence for bodily injury and property damage combined (submit proof with Proposal).
- For terminal access, the Service Operator(s) must have general liability insurance, which must include personal injury, contractual and employer’s liability, with a combined single limit of not less than \$5 million per occurrence for bodily injury and property damage combined (submit with Proposal).
- All insurance shall be in the form and with such carriers, satisfactory to RMTD. The insurance carrier must be authorized to do business with the State of Illinois and be able to issue the insurance required above. Insurance is to be placed with a carrier that has a Best’s rating of A- or higher. The risk manager for the State of Illinois must approve any exception. The policy must reference the State’s contract number (i.e., GCA #). The insurance policies shall be endorsed to include IDOT, RMTD, the City of Dixon, Intercity Bus and their officers, officials, employees and passengers, as additional insureds.

### **Operating and Terminal Access Agreements**

The Service Operator(s) will work with the approved intercity national bus service to address the following items within an operating and terminal access agreement.

### **Pricing and Ticketing Options**

- Pricing of feeder services.
- Service Operator(s) must be able to provide quotes for the approved intercity nationwide bus services and fares; the approved intercity national bus service provides quotes for operator's service and fares.
- The approved intercity nationwide bus service provides ticket stock.
- Tickets can be purchased at a local ticket agency, by phone, mail, and/or online.

### **Commission Ticket Agency**

- The Project Administrator or the Service Operator(s) can become an agent and sell the approved intercity nationwide bus service tickets and receive a commission on each ticket sold or package shipped.
- Commissions can be applied to both feeder and the approved intercity nationwide bus service trip segments.
- Commissions can be paid in addition to feeder service fares.
- Commission revenue is eligible for use as local cash match against federal/state grants.

### **Marketing and Advertising**

- The approved intercity nationwide bus service includes local feeder service fare and schedule information in TRIPS for nationwide quotations.
- Once included in TRIPS, generic the approved intercity nationwide bus service TV, radio, print media, and Yello Page advertising includes the local feeder services.
- Local feeder services are encouraged to conduct other local/regional marketing and advertising opportunities (e.g., newspaper, radio, cable, posters, flyers, mailers, etc.) with 5311 (f) funds.

### **Bus Terminal License and Other Agreements**

- The approved intercity nationwide bus service staff can help with the development and execution of the proper agreements which could include items such as:
  - Bus Terminal License agreements
  - Operating agreements
  - Terminal access process agreements
  - Sponsored transit agency vs. non-sponsored transit agency.
  - Insurance requirements and liability issues
  - Full-service terminal agreement versus simple access agreement.

### **DBE**

- DBEs fall under the Federal Compliance category of Civil Rights.
- The DOT's DBE Program seeks to ensure nondiscrimination in the award and administration of DOT assisted contracts in the Department's highway, transit and airport financial assistance programs and to create a level playing field on which DBEs can complete fairly for DOB assisted contracts.
- All FTA funding recipients must make "good faith" efforts to ensure that DBEs have opportunities to compete for third party contracts.



## **PART IV: REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS**

### **Section A: Federal Required Clauses**

**No Federal Government Obligations to Third Parties** - Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

**False Statements or Claims / Civil and Criminal Fraud** - The Contractor recognizes that the requirements 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 the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

**Access to Third Party Contract Records** - The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

**Changes to Federal Requirements** - The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

**Termination** - The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same and dispose of it in the manner the Buyer(s) directs.

**Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for constructions projects)** - The Contractor agrees to and assures that each third-party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age, or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. 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 compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement may be canceled 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. The contractor agrees to and assures that each third party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. §

5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

**Disadvantaged Business Enterprises (DBE's)** - To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.
- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing.

Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

**Incorporation of FTA Terms** – As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

**Debarment and Suspension** – The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded from Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

**Resolution of Disputes, Breaches, or Other Litigation** – Disputes - Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

Termination for Default - If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract.

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

Determination of Outstanding Fees at Time of Termination - The Buyer(s) may terminate any subsequent contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for the convenience of the Buyer(s) or for default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the given contract. The Contractor shall account for any property in its possession paid for with funds received from the Buyer(s), or property supplied to the Contractor by the Buyer(s). The Contractor shall promptly submit its termination claim to the Buyer(s) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Buyer(s), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If the termination is for default, the Buyer(s) may determine the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination.

If, after serving a notice of termination for default, the Buyer(s) determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the Contractor, the Buyer(s), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Lobbying** – Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Clean Air** - The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

**Clean Water** – The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

**Cargo Preference** – For any transport of property or persons, solicitation respondents agree to comply with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference- Use of U.S. Flag Vessels", 46C.F.R., Part 381, to the extent said regulations apply to the project. The regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

**Fly America** – If any transport of property or person, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R., Subsections 301-10.131 through 301-10.143. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

**Davis – Bacon Act** – The contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for third party subcontract work under the Project and agrees to refrain from awarding any affected third-party subcontract until the Buyer or Contractor agrees to the required wage determination. The contractor agrees to report suspected violations to the buyer.

**Contract Work Hours and Safety Standards Act** - The contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contracts that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Copeland Anti-Kickback Act** – The contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), as amended, in addition to other requirements that may apply. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor agrees to report suspected and reported violations to the buyer.

**Seismic Safety** – The contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, as amended for any new buildings and additions to any existing buildings.

**Patent Rights** – The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patented information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government’s patent rights to FTA, as specified in 35 U.S.C. § 200 et seq and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401.

**Rights in Data and Copyrights** – For projects funded through a Federal award with FTA for experimental, developmental, or research work purposes, depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. Subject data includes, but is not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

**Energy Conservation** – The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq. as amended.

**Conformance with ITS National Architecture** – Solicitation respondents agree to confirm, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206 of TEA-21, 23 U.S.C. Subsection 502 note, and with FTA Notice: “FTA National ITS Architecture Policy on Transit Projects”; 66 Federal Regulations 1455 seq., January 8, 2001, and other subsequent Federal directives that may be issued regarding ITS.

**Seat Belt Use** - In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operated company owned, rented or personally operated vehicles, and to include this provision in each third-party subcontract involving the project.

**Texting While Driving and Distracted Driving** - Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encouraged each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

**Recycled Products** – The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

**ADA Access** - The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings an public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.



**State Third Party Clauses and Provisions**

**Complete Scope.** As the rural public transportation operator in Lee and Ogle Counties, Reagan Mass Transit District, a local government, is interested in taking a comprehensive look into the use of Hydrogen Fuel in Rural Public Transportation Vehicles as well as the potential local development of this fuel source. Funding for this project is being provided by the Illinois Department of Transportation, State Planning and Research Program, with an anticipated timeframe not to exceed 18-months.

Starting operations in 2014, Intercity Bus uses Section 5311 (f) funds to address the need for transportation of rural communities in Illinois. The project provides Meaningful Connections to the nation’s intercity bus network. In 2024, the two (2) identified Intercity Bus Routes of Illinois resulted in the following service metrics. Similar metrics are expected in 2025.

	Chicago to Davenport	Chicago to Danville
Passengers / Riders	22,194	13,136
Vehicle Revenue Hours	5,227	4,311
Vehicle Revenue Miles	261,448	215,647
Fare Revenue Generated	\$596,528.00	\$299,554.00

Currently, Reagan MTD administers Intercity Bus services through a contract with a third-party operator for the operation of the two (2) fixed routes identified in this Request for Proposals: the Chicago, Illinois to Danville, Illinois route with six (6) additional stops along the way, and Chicago, Illinois to Davenport, Iowa, with five (5) additional stops. RMTD provides administrative support and oversight, handles most of the marketing, and oversees compliance. The Service Operator provides a turnkey type service, providing all transit-related functions and personnel. In 2025, RMTD will continue to support the current rural intercity bus routes.

During the review process of this Request for Proposals (RFP), Reagan MTD expects to select one (1) Service Operator for the two (2) identified ICB routes. However, if the successful Services Operator refuses or fails to execute a contract within the specified time frame, RMTD may award the contract to another Service Operator whose bid complies with the RFP requirements and any addenda thereto.

The selected Service Operator will be responsible for meeting all requirements as specified in the contract, including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, reporting, billing, all guidelines of the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) alcohol and drug testing policies, and insurance coverage, as well as any appropriate licensing and other legal requirements, and all applicable federal and state regulations.

Estimated start time for the project is July 1, 2025 with a completion target of June 30, 2026. This request does not commit RMTD to award nor pay any costs incurred in the preparation of an RFP by any submitter nor to contract for any services. RMTD reserves the right to reject any or all RFPs received, or to cancel in part or in its entirety the request, if it’s in the best interest of the organization to do so.

**Termination.** The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

**Lobbying.** Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti- Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (see attachment) in accordance with its instructions.

**Debarment and Suspension.** The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded from Federal Procurement or Non- procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded From Federal Procurement or Non- procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully-detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check [sam.gov](http://sam.gov) for any subcontract \$25,000 or over.

**Method of Payment.** All payments will be made according to the Illinois State Prompt Payment Act. Any payment made to the Contractor shall be strictly on the basis of "quantum meruit" (a reasonable amount). The Contractor shall submit to the County a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out- of-scope work shall require prior, written approval from the County. Any work performed without the County's express, written consent shall be solely at the expense of the Contractor. Contractor shall provide all contractor lien waivers, subcontractor lien waivers and materialmen lien waivers, properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend and hold harmless the County from any claim arising out of or relating to the liens, public fund claims or other claims for payment or damages from any subcontractor or materialman employed or utilized by Contractor, without regard to whether the County strictly enforced the requirement of submitting lien waivers.

**Contract Period.** The contractual period for this agreement is expected to be for a single year, with a start date of July 1, 2025 through June 30, 2026.

**Financial Assistance Acknowledgment.** Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

**Prohibited Interest of Local Official.** No member, or officer, or employee of Reagan Mass Transit District or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. See attached Conflict of Interest Form. Review and sign.

**Contract Changes.** Any proposed change in this contract shall be submitted to Greg Gates, Executive Director of Reagan Mass Transit District for his prior approval.

**Subcontracts.** The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

**Vendor Registration with Illinois Department of Human Rights.** Vendor must provide proof of Registration with the Illinois Department of Human Rights.

**Assignment.** The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserves the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor is contingent upon their ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

**Retention of Records.** The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

**Ownership of Documents.** The Buyer shall retain ownership of all memorandums, plans, maps, and related documents.

**Government (IL) Inspection.** The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records

of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

**Insurance.** The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required. The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

- a. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
- b. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
- c. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One- hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
  - i. Operations - Premises Liability;
  - ii. Independent Contractor's Liability;
  - iii. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
  - iv. Products Liability;
  - v. Completed Operations Liability;
  - vi. Personal Injury Liability, including claims arising from employees of the contractor; and
  - vii. Broad Form Property Damage Liability.

4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide.

**Property - Casualty.**

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation.

The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate.

Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

## Section B: Federally Required Certifications

Certifications starting on this page and flowing over the next few pages must be read, signed and returned in order for a respondent organization to be deemed responsible.

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

On behalf of \_\_\_\_\_ that:  
(Name of Service Operator / Company Name)

- 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, and 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, and 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 subawards at all tiers (including sub-contracts, subgrants 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 Service Provider / Company Name \_\_\_\_\_

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

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

Signature of notary and SEAL \_\_\_\_\_

## **GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Instructions for Certifications: By signing and submitting this bid or Proposal, the prospective lower tier participant is providing the signed certification set out below.

- It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
- To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - Debarred,
    - Suspended,
    - Proposed for debarment,
    - Declared ineligible,
    - Voluntarily excluded, or
    - Disqualified
  - Its management has not within a three-year period preceding its latest application or Proposal been convicted of or had a civil judgment rendered against any of them for:
    - Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - Violation of any Federal or State antitrust statute, or
    - Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statements, or receiving stolen property,
  - It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.
  - If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA.
  - It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - Equals or exceeds \$25,000,
    - Is for audit services, or,
    - Requires the consent of a Federal official, and
  - It will require that each covered lower tier contractor and subcontractor:
    - Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - Assure that each lower tier participant in its Project is not presently declared by any Federal Department or agency to be:

- Debarred from participation in its federally funded Project,
  - Suspended from participation in its federally funded Project,
  - Proposed for debarment from participation in its federally funded Project,
  - Declared ineligible to participate in its federally funded Project,
  - Voluntarily excluded from participation in its federally funded Project, or
  - Disqualified from participation in its federally funded Project, and
- It will provide a written explanation as indicted on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Part Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

---

Certification

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name and Title of Contractor’s Authorized Official \_\_\_\_\_



## EXHIBIT A

### Route A: Southern Route – Chicago, Illinois to Danville, Illinois

Stop Location		Arrival	Departure
Chicago Bus Station	630 West Harrison Street, Chicago		9:15 AM
Elgin (Shell)	2320 North Randolph Road, Elgin	10:25 AM	10:30 AM
Rockford Mass Transit District	725 North Lyford Road, Rockford	11:30 AM	11:35 AM
Oglesby (McDonalds)	115 N. Lewis Avenue, Oglesby	1:15 PM	1:20 PM
Bloomington (Burlington Trailways)	11 Uptown Circle, Bloomington	2:30 PM	2:35 PM 2:40 PM
Champaign (Intermodal Trans. Center)	45 E. University Avenue, Champaign	3:30 PM 3:40 PM	4:10 PM
Danville (Danville Mass Transit)	101 N. Hazel Street, Danville	4:50 PM	11 AM (Chicago)

### Route B: Western Route – Chicago, Illinois to Davenport, Iowa

Stop Location		Arrival	Departure
Chicago Bus Station	630 West Harrison Street, Chicago	6:10 AM	8:35 AM
		1:50 PM	4:35 PM
Naperville / Aurora (Rt 59 Metra Station)	Route 59 Metra Platform, Naperville	8:40 AM	9:25 AM
		4:40 PM	5:25 PM
DeKalb (Holmes Student Center)	202 Normal Road, DeKalb	9:30 AM	9:50 AM
		5:30 PM	5:50 PM
Rochelle (Petro Rochelle Travel)	900 Petro Drive, Rochelle	10:10 AM	10:45 AM
		6:10 PM	6:40 PM
Dixon (Reagan Mass Transit District)	210 E. Progress Drive, Dixon	10:50 AM	12:05 PM
		6:45 PM	7:55 PM
Moline Center Station (Metralink)	1200 River Drive Centre Station, Moline	8 PM	8:10 PM
Davenport Ground Transportation Center	304 West River Drive, Davenport	5:15 PM	8:30 PM (Chicago)
		2:35 AM	5:25 AM (Chicago)

## **EXHIBIT B: EXAMPLES OF COST PROPOSAL SUMMARY WORKSHEETS**

The examples of cost proposal summary worksheets follow on the subsequent pages.

<b>Vehicle Operations</b>					
	<b>Year 1</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>	<b>Option Year 4</b>
	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029	July 1, 2029 – June 30, 2030
<b>Labor</b>					
<b>Operators' Salaries</b>					
(Drivers)					
<b>Other Salaries &amp; Wages</b>					
(Dispatchers)					
<b>Fringes</b>					
<b>Fringe Benefits</b>					
(Drivers & Dispatchers)					
<b>Services</b>					
<b>Professional &amp; Tech Services</b>					
(On-going technical assistance for maintenance software.)					
<b>Materials &amp; Supplies Consumed</b>					
<b>Fuel &amp; Lubricants</b>					
(Fuel: diesel, gasoline, propane, etc.)					
<b>Tires &amp; Tubes</b>					
(Tires- New)					
<b>Other Materials &amp; Supplies</b>					
(Operating & safety supplies, purchase of garage equipment)					
<b>Taxes</b>					
<b>Vehicle Licensing and Registration Fees</b>					
(For revenue service vehicles)					
<b>Fuel/ Lube Taxes</b>					
(Sales & excise taxes incurred on purchase of fuel and lubricants, credit fuel rebates)					
<b>Purchased Transportation Service</b>					
<b>Purchased Transportation Service</b>					
(Third Party service Contract)					
<b>Miscellaneous Expenses</b>					
<b>Miscellaneous Expenses</b>					
(Parking fees, etc.)					
Please Specify _____					
Please Specify _____					
<b>Leases &amp; Rentals</b>					
<b>Passenger Revenue Vehicles</b>					
(Lease costs on vehicles used to transport passengers, may not be used if ownership of vehicle is transferred to system at end of lease)					
<b>Other Costs</b>					
<b>Other Costs</b>					
(Costs that do not fit in other categories)					
Please Specify _____					
Please Specify _____					
<b>MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE</b>					
<b>TOTAL VEHICLE OPERATIONS COSTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL MILEAGE FOR THIS ROUTE:</b>					
<b>COST PER MILE:</b>					

<b>Vehicle Maintenance</b>					
	<b>Year 1</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>	<b>Option Year 4</b>
	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029	July 1, 2029 – June 30, 2030
<b>Labor</b>					
<b>Other Operator Salaries &amp; Wages</b> (Mechanics & Bus Washers)					
<b>Fringes</b>					
<b>Fringe Benefits</b> (Mechanics & Bus Washers)					
<b>Services</b>					
<b>Contract Maintenance Services</b> (Repairs and oil changes done other than in-house)					
<b>Materials &amp; Supplies Consumed</b>					
<b>Fuel &amp; Lubricants</b> (Fuel for service vehicles purchase of case of oil for in-house changes)					
<b>Tires &amp; Tubes</b> (Tires - repairs for revenue vehicles, new repair for service vehicles)					
<b>Other Materials &amp; Supplies</b> (Repairs example, other than tires, vehicle washing, vehicle towing)					
<b>Utilities</b>					
<b>Utilities other than Non-Propulsion</b>					
<b>Casualty &amp; Liability Costs</b>					
<b>Premiums for Liability &amp; Physical Damages</b> (Premiums to insure vehicles, credit amts. recovered)					
<b>Recoveries of Claims</b>					
<b>Taxes</b>					
<b>Property Tax</b>					
<b>Vehicle Licensing &amp; Registration Fees</b> (For Service Vehicles)					
<b>Fuel/Lube Taxes</b>					
<b>Leases &amp; Rentals</b>					
<b>Bus Barns, Car Shops, Garage</b> (Lease costs of maintenance facilities)					
<b>Other Costs</b>					
<b>Other Costs</b> (Costs that do not fit in other categories) Please Specify _____ Please Specify _____ Please Specify _____					
<b>MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE</b>					
<b>TOTAL VEHICLE MAINTENANCE COSTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL MILEAGE FOR THIS ROUTE:</b>					
<b>COST PER MILE:</b>					

COST PROPOSAL SUMMARY FOR ROUTE OPTION:

<b>General Administration</b>					
	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029	July 1, 2029 – June 30, 2030
<b>Labor</b>					
<b>Other Salaries &amp; Wages</b>					
(Administrative & Administrative Office Staff)					
<b>Fringes</b>					
<b>Fringe Benefits</b>					
(Administrative)					
<b>Services</b>					
<b>Management Service Fees</b>					
(Profit Line)					
<b>Advertising Fees</b>					
(Advertising provided by an advertising agency)					
<b>Professional &amp; Tech Services</b>					
(IT fees, auditors, accountants, attorneys, mgt. consultants, drug & alcohol consortium)					
<b>Temporary Help</b>					
(Workforce Services, Account Temps, not Permanent Employees)					
<b>Contract Maintenance Services</b>					
(Main & repair of copier, office or computer equipment)					
<b>Custodial Services</b>					
(If paying to have facility cleaned by janitorial service)					
<b>Other Services</b>					
(Safety services, monthly charge for security system, D & A test, Hep. B shots, physical, BCI)					
<b>Materials &amp; Supplies Consumed</b>					
<b>Fuel &amp; Lubricants</b>					
(Fuel for Administrative Vehicles)					
<b>Tires &amp; Tubes</b>					
(Tires for Administrative Vehicles)					
<b>Other Materials &amp; Supplies</b>					
(Offices supplies, postage, purchase of new office equipment)					
<b>Utilities</b>					
<b>Utilities other than non-propulsion power</b>					
(Telephones, gas, electric, water & sewage, pager and cell phone rental, trash collection)					
<b>Casualty &amp; Liability Costs</b>					
<b>Premiums for Physical Damage</b>					
(Premiums to insure facilities, credit amts. recovered)					
<b>Recoveries of PD</b>					
<b>Premium for Public Liability/Property Damage</b>					
(Premiums to insure system against losses from liability for its acts which cause damage to)					
<b>Premiums for Other Corporate Insurance</b>					
(Fidelity bonds - bonding of employees)					
<b>Other Corporate Losses</b>					
<b>Recoveries of OCL</b>					
<b>Taxes</b>					
<b>Property Taxes</b>					
<b>Vehicle Licensing &amp; Registration Fees</b>					
(For administrative vehicles)					
<b>Fuel &amp; Lube Taxes</b>					
(For administrative vehicles)					
<b>Other Taxes</b>					
(Related to Administration)					

<b>Purchased Transportation - Services</b>					
Purchased Transportation - Services					

<b>Miscellaneous Expenses</b>					
<b>Dues &amp; Subscriptions</b>					
(Memberships & publications - only 90% of OPTA & APTA is allowable)					
<b>Travel &amp; Meetings</b>					
(Costs associated w/meetings & conferences, driver meal reimbursement for out of county)					
<b>Bridge Tunnel &amp; Highway Tolls</b>					
<b>Advertising Promotion, Media</b>					
(Brochures, marketing systems, advertising for hiring, public notices)					
<b>Other Miscellaneous Expenses</b>					
(Copying, Staff Recognition)					
<b>Interest Expense</b>					
<b>Interest Expense</b>					
(ONLY SHORT-TERM must meet conditions in Attachment S-A of the Rural Transit Manual)					
<b>Lease &amp; Rentals</b>					
<b>Service Vehicles</b>					
(Lease costs of vehicle not used to transport passengers)					
<b>Other General Admin. Facilities</b>					
(Lease costs of office facilities, equipment, and furnishings)					
<b>Depreciation &amp; Amortization</b>					
<b>Depreciation Service Vehicles</b>					
(Only vehicles purchased with local funds can be depreciated using straight line)					
<b>Other Costs</b>					
<b>Other Costs</b>					
(In-Kind costs for payment to county, city agency support that are not direct charges)					
<b>MILEAGE REIMBURSEMENT/COST PER MILE CALCULATION TABLE</b>					
TOTAL GENERAL ADMIN. COSTS:					
TOTAL MILEAGE FOR THIS ROUTE:					
COST PER MILE:					

ESTIMATED FAREBOX RECOVERY FOR ROUTE OPTION:

<b>ONE YEAR: January 1 – December 31, 2025</b>	
Total EFR for this Route:	