



June 4, 2025

REQUEST FOR PROPOSALS

*SERVICE PROVIDER FOR FIXED ROUTE, ADA
PARATRANSIT, AND DIAL-A-RIDE SERVICES*

CITY OF DEKALB TRANSIT DIVISION
1216 MARKET ST., DEKALB, IL 60115

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Request For Proposal – Cover Page

Release of this document, pursuant to a FOIA request, prior to approval by City of DeKalb City Council, will provide an unfair competitive advantage to the organization requesting the information.

Issue Date:

June 4, 2025

Title: Transit Service Provider for Fixed Route,
ADA Paratransit, and Dial-A-Ride Services

Reference Number:

RFP# CDPT2025-03

Issuing and Using Agency:

City of DeKalb Transit Division
Attn: Mike Neuenkirchen, Transit Manager
1216 Market St
DeKalb, Illinois 60115

General Description of Project: The City of DeKalb is seeking proposals from qualified transportation providers interested in providing Fixed Route, Americans with Disabilities Act (ADA) Paratransit, and Dial-A-Ride transit services in DeKalb, IL Urbanized Area and under the conditions set forth herein. Service shall begin on or about January 1, 2026 and end December 31, 2028. Based on funding and mutual agreement of the City of DeKalb and the Contractor, the agreement period may be extended for up to two additional twelve-month periods.

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:

4:00 PM on July 8, 2025 (CST)

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

**City of DeKalb Public Transit
PROCUREMENT RFP# CDPT2025-03
1216 Market St.
DeKalb, Illinois 60115**

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package. LATE PROPOSALS WILL BE REJECTED.

All Inquiries for Information Should Be Directed To: Address listed above or Phone (815) 748-2370.

All firms desiring to submit a proposal under these Agreement Documents shall complete the Interested Proposer Registration Form and return to Mike Neuenkirchen (contact info above). Complete the form in its entirety advising the City of your firm's intention to submit a proposal and provide contact information, including email address, for which notices can be sent to and received from the proposed Contractor no later than Wednesday, June 25, 2025. This information will be used for official communications from the City, including pre-proposal communications.

This is a Request for Proposals (RFP) Procurement. There will be no public opening.

Interested Proposer Registration Form

Transit Service Provider for Fixed Route, ADA Paratransit, and Dial-A-Ride Services

Date: _____, 2025

To: INTERESTED CONTRACTORS

Subject: Transit Service Provider for Fixed Route, ADA Paratransit, and Dial-A-Ride Services RFP# CDPT2025-03

To Proposers:

The REQUEST FOR PROPOSALS (RFP) and any issued addenda(s) are available for download at <https://www.cityofdekalb.com/1436/BIDS>. This Form is requested to ensure that every Interested Contractor receives issued addenda(s) for this REQUEST FOR PROPOSALS. Failure to register this download may result in a rejection of the quotation due to non-compliance with addenda requirements. Also see **ATTACHMENT D - ADDENDUM PAGE**, which must be completed and submitted with the proposal that you provide to the City of DeKalb Transit. Please submit this Form to michael.neuenkirchen@cityofdekalb.com with your completed contact information.

Name of INTERESTED CONTRACTOR FIRM: _____

Date of Download: _____

Name of Contact Person: _____

E-Mail Address: _____

Title of Contact Person: _____

Firm Address/Post Office Box: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

DUNS Number: _____

FEI/FIN Number: _____

Website Address: _____

In Compliance with this Request For Proposals and to all Conditions Imposed therein and hereby incorporated by reference, the undersigned Offers and Agrees To Furnish the Goods/Services described herein in Accordance with the attached Signed Proposal or as Mutually Agreed Upon by Subsequent Negotiation.

Signature _____

Printed Name _____

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

Sincerely,
Michael Neuenkirchen
Transit Manager
PH: (815) 748-2370

Definition Of Words and Terms

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

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

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

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

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

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

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

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

City Manager: City of DeKalb City Manager

COD: City of DeKalb

CDPT: City of DeKalb Public Transit

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

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

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

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

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City of DeKalb for the performance of Services or Work under the Contract.

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

Day: Calendar Day

DO: Delivery Order

DBE: Disadvantage Business Enterprise

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

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

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

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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

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

Submittals: Information that is submitted to the Transit Manager in accordance with the Scope of

Work/Specifications.

Trip: Involves a trip that is moving people within a specific area, often using public conveyances such as buses, trains, or subways.

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

Legal Notice

June 4, 2025

REQUEST FOR PROPOSALS

Transit Service Provider for Fixed Route, ADA Paratransit, and Dial-A-Ride Services RFP# CDPT2025-03

The City of DeKalb is seeking proposals from qualified transportation providers interested in providing Fixed Route, Americans with Disabilities Act (ADA) Paratransit, Dial-A-Ride and Microtransit services in DeKalb, IL Urbanized Area. A more detailed description including Scope Of Work is provided in *Section 2* and *Exhibit 1*. The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFP, which includes the procurement schedule, may be obtained by downloading the document from City of DeKalb Transit's website found at <https://www.cityofdekalb.com/1436/BIDS>. All interested contractors should complete an Interested Proposer Registration Form (contained in the RFP) and submit it to the listed person, via e-mail. All questions should be directed to:

Mike Neuenkirchen, Transit Manager
City of DeKalb Transit
1216 Market St
DeKalb, IL 60115
(815) 748-2370

E-mail: Michael.Neuenkirchen@cityofdekalb.com

All proposals must be received on or before **4:00 pm (CST) on July 8, 2025** at the address listed above. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

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

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

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

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

1. General Information

City of DeKalb Public Transit is the primary public transportation provider for the DeKalb, Illinois Urbanized Area, including the City of DeKalb, the City of Sycamore, the Town of Cortland, and Northern Illinois University. City of DeKalb is a municipal agency within the State of Illinois. City of DeKalb provides customer-focused transportation services that connect people to places in an efficient and safe manner.

In 1971, Northern Illinois University (NIU) began operating student transportation services through a contracted operator. The service provided reliable access to and from campus for students, faculty, and staff year-round. A portion of student tuition assisted with the cost of the service, and the university maintained the private system for 47 years until January 2019. Throughout the same period, the City of DeKalb operated two fixed route lines and ADA paratransit service through their own contracted transit service provider. Both the fixed route and paratransit service operated by the City served the residents of the DeKalb Urbanized Area. The City and NIU transit systems were separate from one another and operated varying schedules with limited interaction and communication. Effective January 1, 2019, the City and NIU consolidated all public transportation services, and the City became the sole provider of urban public transportation service within the DeKalb Urbanized Area. Since this consolidation, the City of DeKalb's fixed route transit service provided over 4.9 million passenger trips with a further 445,000 trips conducted utilizing the paratransit service.

The City of DeKalb (hereinafter "CITY") is seeking proposals from transportation providers (hereinafter "PROPOSER") interested in providing Fixed Route, Americans with Disabilities Act (ADA) Paratransit, and Dial-A-Ride transit services within the DeKalb Urbanized Area (UZA). The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, and reliable transportation of passengers. The selected Service Provider will be solely responsible for maintenance of the fleet (both PROPOSER and City-provided) and providing a facility suitable for the provision of services.

Service shall begin on or about January 1, 2026 and end December 31, 2028. Based on funding and mutual agreement of the CITY and the selected PROPOSER, the agreement period may be extended for up to two (2) additional twelve-month periods.

The CITY, as the fiscal agent for all state and federal public transit funding for the DeKalb UZA, shall have direct oversight over all day-to-day operations of the selected PROPOSER.

Proposals are requested from qualified transportation service providers to furnish professional services pertinent to the scope of services outlined below for the provision of public transportation for the DeKalb UZA.

Estimated Schedule of Events for This Procurement

- June 4, 2025 – Issue RFP
- June 25, 2025 at 4:00 P.M. – Deadline for submitting written questions
- **June 27, 2025 – MANDATORY Pre-proposal Meeting**
 - The meeting will be held via teleconference. Please contact Mike Neuenkirchen via e-mail to gather teleconference details
- June 30, 2025 – Answers to questions released
- **July 8, 2025 at 4:00 P.M. – Proposals due**
- August 15, 2025 – Estimated Completion of Proposal Evaluations & Interviews
- September 8, 2025 – Approval by City Council
- January 1, 2026 – Service begins

Please return your proposal by **4:00 PM on July 8, 2025 (CST)** by mail or drop-off in person to Transit Manager, City of DeKalb Public Works Building, 1216 Market Street, DeKalb, IL 60115 demonstrating the qualifications of your firm to meet criteria contained herein. One original copy and four (4) printed copies of the proposal shall be delivered to the CITY. Electronic copies on two (2) USB flash drives, in Microsoft Word, Excel or pdf format, with a copy of the full proposal shall also be included in the packet. Proposers are responsible for all costs associated with the preparation and submission of their proposal.

Interviews with qualified PROPOSERS will be conducted August 12 & 13, 2025. Final agreement approval will be at the DeKalb City Council meeting, Monday, September 8, 2025 at 6:00 P.M. Dates are subject to change.

Should you have any questions, please contact the City Representative: Mike Neuenkirchen, Michael.Neuenkirchen@cityofdekalb.com.

2. Scope Of Work

The scope of services outlined below shall be required of the Fixed Route/ADA Paratransit/Dial-A-Ride operator firm selected to provide transit services to the CITY. The purpose of this RFP is to seek competition. Any PROPOSER shall advise the CITY if any specification, language or other requirement inadvertently restricts or limits proposals to a single source.

The purpose of this solicitation is to contract with a PROPOSER that will provide safe, reliable, and efficient transit services in the DeKalb Urbanized Area including the City of DeKalb and the City of Sycamore, and the surrounding urban environs. The selected firm will provide adequate parking facilities for a Transit fleet and employees and administration facility, management and administration personnel, bus drivers, maintenance mechanics, and related resources to operate the City of DeKalb Transit System, including, fixed route, ADA Paratransit and Dial-A-Ride services. DeKalb County and the Voluntary Action Center are responsible for Rural paratransit trips that have a trip-end outside of the urbanized service area; those services are not part of this contract.

All service included in this contract will be funded by local funds, FTA Section 5307, and the State of Illinois Urban Downstate Operating Assistance Program (DOAP). Services funded by FTA Section 5311 and rural DOAP are not included. Rural transit; taxi; app-based demand service; school bus service; charter service; and other transportation services will not be funded by this contract.

Proposers who operate those types of services from the same facility as transit services of this contract will be required to submit a cost allocation plan to distinguish between service funded by this contract and other services that the PROPOSER may operate in the DeKalb Urbanized Area. Proposers who operate non-profit or for-profit services that are not transportation services will also submit a cost allocation plan to separate transit service from other services.

Additional information for the service requirements to be provided can be found in *Exhibit 1: Description of Services to Be Provided*.

2.1 Current Conditions – Fixed Route Services

The selected PROPOSER shall be required to continue the existing public transit routes and services provided for the DeKalb Urbanized Area sometimes referred to as “Huskie Line”. This is a fixed route

system operating 11 routes around Northern Illinois University (NIU) campus, and near-campus housing, to commercial areas in DeKalb and Sycamore and one extended route to the Elburn-Metra Train station. The selected PROPOSER will be expected to provide safe, reliable, and efficient service. Customer service is expected to be at a very high level that is responsive to customer needs with safe and courteous employees.

All service is contracted to one private PROPOSER. The current PROPOSER provides all operations, maintenance, administration, facilities, and **equipment (including fixed route buses)** to provide the service.

2.2 Current Conditions – Paratransit Services

The selected PROPOSER shall be required to continue the existing paratransit service. Customer service is expected to be at a very high level that is responsive to customer needs with safe and courteous employees.

The current paratransit PROPOSER provides all necessary operations, maintenance, administration and facilities to provide the service. All vehicles used in Urban paratransit service are FTA funded vehicles owned by the City and maintained by the current PROPOSER.

There are currently 15 paratransit driver assignments (runs) per weekday; 6 on Saturdays, and 6 on Sundays. 2024 operational data can be found in the tables below in *Exhibit 1: Description of Services to Be Provided*.

2.3 Current Conditions – Dial-A-Ride Services

The selected PROPOSER shall be required to continue the existing Dial-a-Ride service. This service has been established for two areas not served by an existing fixed route: 1) the Cortland and southeast DeKalb area and 2) parts of Sycamore (see Table 6). This is a hybrid transit approach coordinated and serviced by the Paratransit staff. It is designed to connect individuals in lower-density areas who do not qualify for Paratransit services to the DeKalb Public Transportation Fixed Route system. This may be supplemented with the introduction of Microtransit software, which was part of the subject of an earlier 2025 RFP for Paratransit software.

2.4 Current Conditions – All Transit Services

The City is the designated recipient of FTA funds and IDOT DOAP funds. Transit service is eligible for FTA and IDOT DOAP funding. The contract for service will be between the successful PROPOSER and the City of DeKalb. NIU will be a funding partner with the City to provide a portion of the local funds required for the FTA and DOAP programs.

The Transit Division is a division within the City Department of Public Works. The Transit Manager will administer the contract and will be assisted by an Assistant Transit Manager and a Grants and Procurement Coordinator. The City Council makes all final decisions on transit service in consultation with the various interest groups within the service area and with the local Metropolitan Planning Organization (MPO) known as the DeKalb-Sycamore Area Transportation Study (DSATS).

3. Disadvantaged Business Enterprise (DBE) Participation

To the extent required by law, it is the goal of City of DeKalb Transit that disadvantaged business enterprises participate in all federal-aid contracts. It is the policy of City of DeKalb to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Each contract will be evaluated for the placement of a goal for DBE participation on a contract-by-contract basis. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

1. If the bidder/offeror is themselves a DBE
2. the names and addresses of DBE firms that will participate in the contract;
3. a description of the work that each DBE firm will perform;
4. the dollar amount of the participation of each DBE firm participating;
5. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
6. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (5); and
7. If the contract goal is not met, evidence of good faith efforts.

Certified DBE firms must perform a commercially useful function on any contract. A certified DBE firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. 49 CFR Part 26 requires City of DeKalb to collect certain data about firms attempting to participate in FTA contracts. This data must be provided on the enclosed **Firm Data Sheet Attachment J**.

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

[DBE \(illinois.gov\)](http://dbefirmcertification.com)

C. DBE Program – For information about COD’s DBE Program, firms may contact:

Michael Neuenkirchen
Transit Manager
City of DeKalb Transit
1216 Market St, DeKalb, Illinois 60115
(815) 748-2370 or email: Michael.neuenkirchen@cityofdekalb.com

4. Proposal Specifications

4.1 Format and Required Content

Proposals shall be prepared in a clear, concise, and economical manner. Proposals shall be organized around the evaluation criteria. Each proposal must be concise, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. The technical proposal shall be in an envelope marked CDPT2025-03 TRANSIT SERVICE PROVIDER – TECHNICAL PROPOSAL. The price proposal shall be in a **separate envelope** marked CDPT2025-03 TRANSIT SERVICE PROVIDER - PRICE PROPOSAL. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

All proposals must be received by the City of DeKalb Transit Department, 1216 Market Street, DeKalb, IL 60115, on or before 4:00 pm (CST) on **July 8, 2025**. Proposals may be mailed or hand delivered. Late proposals or amendments shall not be returned or opened and shall not be considered responsive to this request.

Proposal shall consist of:

1. One (1) original and two (2) printed copies of the Technical Proposal with applicable literature and other supporting/required documents.
2. One (1) original and two (2) printed copies of the Price Proposal.
3. Two (2) electronic copies of the Technical and Price Proposals, on two (2) USB flash drives, in Microsoft Word, Excel or pdf format.
4. All proposals shall be signed by the individual responsible for making proposals. Unsigned proposals shall not be considered.

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

- A. Request for Proposal Cover Page including RFP Title and RFP# CDPT2025-03
- B. PROPOSER Information Form (page 2 - See Attachment B)
- C. Introductory Letter, providing the following information:
 1. Identification of the proposer(s), including name, address, telephone number and e-mail addresses of the appropriate contact person(s) at each company/firm authorized to represent the PROPOSER regarding all matters related to the proposal and any agreement subsequently awarded to said PROPOSER.

2. Proposed working relationship among proposing companies/firms, i.e. prime subcontractors, if applicable.
 3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.
- D. Vendor Checklist (See Attachment A) and all properly completed and executed Attachments.
- E. Actual Proposal: PROPOSER's submission sufficient to provide a complete, accurate, and reliable presentation.

Only those Proposals that provide all the required elements will be considered responsive. If more than one completed Technical Proposal and Price Proposal is received from a PROPOSER or if alterations (other than allowed modifications) are made to a Proposal, all Proposals from that PROPOSER may be rejected as nonresponsive. Notwithstanding the foregoing, the RFP Evaluation Committee and the contracting parties reserve the right to waive any irregularities or errors, to waive competitive bidding, and to accept any Proposal deemed to be in the best interests of the contracting parties, to the fullest extent permitted under applicable laws. The provisions listed herein shall be void to the extent of any conflict with applicable federal or state law governing use of the funding sources for these services.

The RFP Evaluation Committee has the right to rely on any price quotes provided by Proposers. The Proposer shall be responsible for any mathematical error in price quotes.

The RFP Evaluation Committee reserves the right to reject Proposals which contain errors, or any Proposals which are not deemed to be responsive or in the best interests of the contracting parties.

Proposals may not be modified after the submission deadline. However, PROPOSER may withdraw proposals at any time prior to the date and hours set for proposal opening.

All inquiries shall be directed to Mike Neuenkirchen, serving as the Procurement official for this proposal, and all such inquiries shall be submitted via e-mail on or prior to Wednesday, June 25, 2025 at 4:00 P.M. The proposer is required to show in all correspondence with the City of DeKalb the following: Proposal for a Transit Service Provider RFP# CDPT2025-03. There shall be no written or verbal communication of any kind with any other CITY employee regarding this RFP except with designated CITY participants in attendance ONLY DURING:

- ◆ **MANDATORY – Pre-proposal Conference June 27, 2025**
- ◆ Negotiations
- ◆ Contract Signing
- ◆ As otherwise specified in this Request

Violations of this provision by Proposer personnel or their agents may result in the rejection of the Proposal.

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Questions may be submitted via email to Mike Neuenkirchen before 4:00 P.M. on Wednesday, June 25, 2025. Any Proposer who seeks to have access to responses to such inquiries shall submit

their email contact information to Mike Neuenkirchen on or before that deadline. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all PROPOSERS who have registered to submit a proposal on this RFP. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by City of DeKalb before the award of the Contract will not be binding upon the City of DeKalb. The City shall provide a master response to all inquiries received, via email, to all Proposers who have so provided their email contact information. Said master response shall be provided in a timely manner.

By submission of its Proposal, the PROPOSER represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials or equipment called for in this RFP; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and are a complete and correct statement of its prices for providing all the labor, services, supplies, materials, equipment and other resources required; and that it can fully comply with all federal, state and local laws, regulations, ordinances, statutes or other governing requirements.

At the time of the submission deadline, only the names of those who submitted a response shall be made public. No price information will be released.

Vendors who attend the Pre-proposal Conference on Friday, June 27, 2025 may request (by email) to be notified (by email) of a full list of potential PROPOSERS.

This is a competitive procurement for transportation services. Though price is important, the CITY will seek the best combination of quality of performance, which addresses all the work and work standards and best satisfies the needs of the CITY. City Staff will review all submissions for compliance to all requirements identified in this RFP.

F. Cost/Price Proposal

Cost/Price Proposal to furnish professional Fixed Route, ADA Paratransit and Dial-A-Ride services pertinent to the scope of services outlined for the provision of public transportation for the DeKalb Illinois urbanized area. The price proposal shall be in a **separate envelope** marked CDPT2025-03 TRANSIT SERVICE PROVIDER - PRICE PROPOSAL.

(1) Additional information including brochures, technical facts, and other items PROPOSER wishes to submit; and

G. All signed Certifications (see Attachments);

(1) All forms, Check Lists, and Certifications shall be made available within the RFP.

All questions, comments, or requests for information shall be directed to the City Representative:

Mike Neuenkirchen

Michael.Neuenkirchen@cityofdekalb.com

The CITY shall invite the highest scoring PROPOSERS to present their proposal to the RFP Evaluation Committee for review. The CITY may amend evaluations based on information obtained during interviews. The meeting shall be held at:

City of DeKalb Public Works Facility
1216 Market St.
DeKalb, IL 60115

All Proposals shall be signed by the individual responsible for making proposals. Unsigned proposals shall not be considered.

4.1 Period of Firm Proposal

The offer in each proposal shall be held open for a period of ninety (90) days following the last day for the submission of proposals.

4.2 Rejection of Proposals and Waiver of Irregularities

The CITY reserves the right to reject any and all proposals, to waive any and all irregularities, and to accept that proposal which it deems to be in the best interest of the CITY. Any such decision shall be considered final.

4.3 Award of Agreement

All submittals shall be reviewed by CITY staff. Responsible and responsive submittals shall be ranked based on criteria developed by CITY staff. Any agreement awarded as a result of this Request for Proposals shall be approved by the DeKalb City Council, subject to the concurrence of IDOT.

4.4 Full Pricing and Contingencies

The CITY shall hold the successful PROPOSER to the proposal price. Additional charges for any contingency discovered by the successful PROPOSER at any time following the opening of the proposals will not be considered for payment by the CITY. The CITY reserves the right to negotiate proposal cost with any PROPOSER. This RFP and the resulting Proposals shall be used as the basis for contract negotiation.

4.5 Contractors Agreement(s)

Any agreement that the PROPOSER shall require the CITY to sign prior to initiating any agreement shall be included in the proposal. Said agreement shall be reviewed by the CITY's legal counsel. If the PROPOSER is unwilling to delete or modify any term or condition deemed objectionable by the CITY, the proposal containing the objectionable term or condition shall be deemed a "NO PROPOSAL". No term or condition shall be incorporated into any agreement awarded unless agreed to in writing by the CITY. The CITY reserves the right to require that its form of agreement be utilized for any services provided pursuant to this RFP.

4.6 Renewal Option

The successful PROPOSER shall provide service for the period beginning January 1, 2026 and ending December 31, 2028. The agreement may be renewed for additional one (1) year periods up to but not exceeding two (2) additional agreement periods, at the sole discretion of the CITY, contingent on the performance of the PROPOSER, continued availability of FTA Section 5307 or IDOT Urban Downstate Operating Assistance Program (DOAP) funds, and service demand.

4.7 Transition Period

Within seven (7) business days of the awarding of the agreement, the PROPOSER shall meet with officials from the CITY, other officials representing agencies within the Urban region, and other interested parties to develop a transition plan to meet the requirements of the new agreement. Any identified changes shall look to minimize any negative effects to customers who use transit services in the region.

4.8 Miscellaneous

1. No claim for relief shall be granted due to errors or omissions in the proposal documents.
2. PROPOSER shall be held strictly to their proposals as submitted.
3. Technical proposals shall be available for inspection at the offices of the CITY after the award of the agreement for 30 days. Post award protests shall be filed within seven (7) calendar days of a Notice of Award.
4. Each PROPOSER, by responding to this RFP, agrees and acknowledges that the sole source of funding for services provided under the agreement to be entered into is a combination of federal and state grant funds, and the cumulative liability of the CITY for any services received under said agreement shall under no circumstances exceed the amount of federal and state grant funding actually received by the CITY for such services. The CITY shall serve as a conduit for federal and state grant funding and shall have no direct liability for expenses or charges that exceed actually received grant funding. The agreement to be entered into shall not constitute a general obligation of the City, but rather shall be an obligation limited to the aforesaid actually received grant funding. Any agreement entered into pursuant to this RFP shall include language acceptable to the CITY memorializing this limitation.

5. Evaluation Criteria

The following criteria will be used to evaluate the technical and price proposals.

Technical Proposal

- I. Firm Qualifications (50 Points)
- II. Organization and Staffing Plan (50 Points)
- III. Operating Methodology (40 Points)
- IV. Professional References (10 Points)

Price Proposal

- V. Proposed Price/Costs (50 Points)

5.1 Technical Proposal

The technical portion of the proposal is the PROPOSER'S proposed Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project. Each PROPOSER shall carefully examine the documents and take such reasonable steps as needed to understand the nature of the work, the conditions that affect the work and the cost thereof. Failure to do so shall not relieve the PROPOSER from responsibility for estimating the cost of successfully performing the work according to the CITY standards.

At its sole discretion, the CITY may also elect to conduct preliminary reference and other background checks to supplement the information submitted in response to this RFP. Any such checks shall seek to determine the following:

- ◆ Whether the PROPOSER has a satisfactory performance record.
- ◆ Whether the PROPOSER has a satisfactory record of integrity and business ethics.
- ◆ Whether the PROPOSER follows applicable licensing and tax laws and regulations.

When submitting the proposal, include Exhibit 4: Technical Proposal Checklist detailing each item identified below, a short answer to the question, if applicable, the page number within the proposal where the item is addressed, and any additional comments.

I. Firm Qualifications (50 Points):

This section of the proposal will be independently reviewed by appropriate CITY staff participating in the evaluation assisted by outside experts as the CITY sees fit. This section will be scored to determine the responsiveness and capabilities of the PROPOSER.

- 1) Briefly describe the general character of work performed by your firm: fixed route, paratransit, charter, school bus, other transportation services, and non-transportation services.
- 2) Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience shall include direct experience with the specific subject matter area.
- 3) Describe your firm's financial health to include the following:
 - a) Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.
 - b) Provide detailed information regarding past and pending litigation, liens, or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.
- 4) Provide audited financial statements for the past three (3) years. If a partnership, submit financial statements for each partner. If audited statements are not available, PROPOSER may be required to submit additional financial information to establish financial responsibility. The RFP Evaluation Committee reserves the right to require the submission of additional documentation of financial responsibility or viability based upon the review of any submitted documentation, and the failure to respond to such a request shall constitute grounds for rejecting any proposal.
 - a) Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Illinois. Proof shall take the form of a letter from

- PROPOSER's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a contractual offer be extended. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the PROPOSER or its insurer(s) in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.
- b) Provide financial credit references. A minimum of two (2) is required including the primary financial institution of the PROPOSER. Include name, title, and current telephone number of a contact person and the address of the financial institution.
- 5) PROPOSER will provide a list of all transit service contracts/agreements entered into or performed under at any point during the last three years. Proposer will provide detailed information on five contracts of similar size systems operating in similar operating environments, which should include:
- a) Name and address of client;
 - b) A brief description of the work performed (scope of service, number and type of vehicles, number of people employed/managed by the PROPOSER, asset ownership, maintenance responsibility, etc.);
 - c) Dates of performance (noting whether these beginning and ending dates coincided with the original Contract/Agreement term and if not, why not);
 - d) Annual dollar value of contract/agreement;
 - e) If the PROPOSER is invited to interview, the PROPOSER will be requested to explain whether your firm ever requested an increase or adjustment in your contract/agreement rate. If so, at which properties were these requests made, what were the circumstances, and what were the outcomes of your requests?
- 6) Explain PROPOSER's experience with Federal and State transit and paratransit regulations to include the following:
- a) Provide evidence of familiarity with the Federal Transit Administration (FTA) Uniform System of Accounts and with National Transit Database (NTD) reporting.
 - b) If applicable, submit NTD annual reports for other clients with similar size bus operations to demonstrate familiarity with NTD reporting.
 - c) Describe your firm's experience in dealing with the FTA and their rules and regulations in providing public transit and paratransit service. Please provide the names and titles of specific person(s) in PROPOSER'S organization with working knowledge of FTA transit and paratransit regulations and their years of experience in this area.
 - d) Describe your firm's experience in participating in FTA Triennial Reviews. Provide the names and titles of specific persons in your firm who have been involved with Triennial Reviews. Submit the FTA findings on all reviews performed in which the firm was involved that will have employees in this contract.
- 7) Discuss the training drivers receive to ensure compliance with FTA and IDOT regulations, including training on safety and security.
- 8) Provide information on audits of FTA Drug and Alcohol testing programs; FTA Triennial Review findings and resolution; State (Illinois or other) performance or management audits, National Transportation Safety Board (NTSB) investigations, Department of Justice (DOJ) investigations, Equal Employment Opportunity Commission (EEOC) findings. If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the FTA, NTSB, DOJ, EEOC, or any other federal or state transit, transportation or regulatory agency

within the last five years, describe and detail such finding or action.

- 9) The PROPOSER may submit additional information that will add value to the contract that will distinguish their proposal from other competitive proposals.

NOTE: The Appendix also includes the major regulations and clauses that shall be required within any agreement signed between the PROPOSER and the CITY. By submitting a proposal, the PROPOSER agrees to comply with all clauses identified herein, where applicable, as well as any other FTA, IDOT or other federal, state or local requirements pertaining to the use of FTA 5307 and DOAP grant funds or otherwise governing the operations or services rendered in response to this RFP not specifically mentioned herein (see Section 9)

II. Organization and Staffing Plan (50 Points)

- 1) Provide an organizational chart and staffing plan that includes the following:
 - a) Provide name(s) and resumes demonstrating relevant background and experience of the proposed on-site staff and all key personnel that will be assigned to the Urban public transit and paratransit services. Please include General Manager, Operation Manager(s), Maintenance Manager, and Safety & Training Manager. The ability of these specified key personnel to respond immediately to issues relating to the service herein is a requirement of this RFP. The PROPOSER should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to the urban public transit, paratransit service, and other non-urban services, if applicable such as rural transit, school bus, charter, other transportation service or services.
 - b) Provide an organizational chart for your firm and the corporate division that will oversee this project. Explain the nature of the General Manager's relationship with corporate management and how and with whom the CITY shall interact with regarding corporate support.
 - c) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. (See Table 17) Indicate the number of full-time and part-time employees for all operation. Please also include the number of staff that will fill the following positions. For Fixed Route - Road Supervisors, Dispatchers, Bus Operations Center Supervisor, Human Resources, Payroll, Training staff, utilities and mechanics. For Paratransit - Road Supervisors, Dispatchers, Bus Operations Center Supervisor, Human Resources, Payroll, Training staff, utilities and mechanics. Staff may be combined between the two services but is not required. Wages and compensation details to be included in the separate price proposal form for operators, dispatch and reservation personnel. Refer to Exhibit 2: Cost/Price Summary Forms.
 - d) If applicable, PROPOSER may submit a format for hours, miles, square feet, labor time, or other similar criteria that separates public transit service from other services. PROPOSER shall submit the frequency of adjusting the criteria used (monthly, quarterly, yearly) based on changes in public transit service or the other services provided that are not funded in this contract. PROPOSER will submit monthly reports on the agreed criteria and billing shall reflect only those costs directly attributable to the urbanized public transit and paratransit service.
 - e) Describe how you will guarantee that the proposed management will remain in place for at least one year. Failure to retain the management team may result in liquidated damages. Explain how you have resolved this issue in other contracts.
 - f) Describe your planned ratio of full-time to part-time drivers
 - g) Describe the average weekly revenue hours planned for full-time and part time drivers

- h) Describe the average yearly turnover rate at similar systems that you manage
 - i) Describe how you will control driver turnover in this contract
 - j) Describe scheduling procedures for supervisors and dispatchers
 - k) Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Agreement obligations and the services they will be providing. The proposal shall certify that all subcontracted firms shall agree to comply with all FTA and IDOT rules and regulations that apply to provide the services applicable to this agreement.
 - l) Identify Disadvantaged Business Enterprise (DBE) firms the PROPOSER intends to subcontract with to meet the required DBE Goals.
- 2) PROPOSER will explain how it will communicate with Limited English Proficiency customers and how Proposer will schedule rides. The CITY will provide access to translation company to assist with non-English speakers.
- 3) PROPOSER shall explain how it will communicate phone reservation service with hearing impaired customers including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD must be compliant with the ADA regulations.
- 4) The PROPOSER may submit additional information that will add value to the contract and their organization and staffing plan that will distinguish their proposal from other competitive proposals.

III. Operating Methodology (40 Points)

- 1) Provide a hiring and training explanation that includes the following:
- a) Description of hiring, training, and retraining programs for Management and Supervisors including minimum hiring qualifications.
 - b) Description of hiring, training, and retraining programs for Drivers and Mechanics and certification processes including minimum hiring qualifications. Include a new-hire training program syllabus including time periods for each training element. Provide information on driver training procedures that will be used. Discuss how the training program will ensure compliance with FTA and IDOT regulations, including training on safety and security. For mechanics, please state how the PROPOSER classifies Level A, B, and C mechanics and their expected mechanical abilities for each category. Also explain any programs that the PROPOSER use to further the skill set of a mechanic from one level to the next and with the introduction of new technologies (EV, BEB, software, hardware) within the vehicles to be serviced.
 - c) Provide a description of how the PROPOSER will remain in compliance with the Federal Transit Administration's Public Transportation Agency Safety Plan requirements throughout the duration of the contract.
 - d) Provide a description of continuing education programs for the management team.
 - e) Provide a description of the Safety and Security training that all safety-sensitive employees receive; including name of firm providing this training and any awards or recognitions that firm may have received. Provide information on safety incentives that will be used.
 - f) Provide a description of any policies and/or training, which employees have received to assist them in interactions with persons with Limited English Proficiency, people with disabilities, and passenger behaviors that may cause conflict with drivers and passengers.
 - g) Describe your employment standards for hiring drivers
 - h) Describe your employment standards for hiring management and supervisory personnel
 - i) Describe your employment standards for hiring maintenance personnel

- j) Describe your experience with hiring college students
- 2) Submit the firm's Drug and Alcohol Policy as part of the proposal.
 - a) Provide an overview of the firm which the PROPOSER intends to use to perform the drug testing required of all safety sensitive employees. This shall include a profile of the firm, the services they intend to provide, and references for the work they provide. As a subcontractor to the PROPOSER, they shall also conform to all FTA and IDOT rules and regulations.
 - 3) Identify procedures to handle complaints to include the following:
 - a) Disadvantaged Business Enterprise (DBE) complaints which may be received by PROPOSER
 - b) Equal Employment Opportunity (EEO) complaints
 - c) Americans with Disabilities Act (ADA)
 - d) Describe your procedures and standards for processing passenger and citizen complaints
 - 4) Provide evidence that the required service-start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.
 - 5) Describe your understanding of the challenges associated with operating transit services on a university campus with a pedestrian intense operating environment and in a city or university of similar size.
 - 6) Provide a plan for how customer service will be managed, monitored, and sustained to help promote efficient and cost-effective public transit and paratransit service.
 - a) Describe your plan to staff incoming phone lines for Fixed Route and Paratransit services for addressing questions and complaints.
 - b) Describe your procedures and standards for processing passenger and citizen complaints.
 - c) Describe your procedures for lost and found items.
 - 7) PROPOSER shall present its process for evaluating disruptive passengers and standards that are used to ban or suspend a person's riding privileges. The CITY does have their own rules regarding the passenger riding standards posted on their web site and explain how if the PROPOSERS standards differ, the PROPOSER will adapt. The final decision will be a cooperative decision between the CITY and PROPOSER.
 - 8) Describe the service performance standards you have established for this agreement and what internal (on-site) and corporate quality control programs will be used to ensure that service performance standards are met. Address the following specifics:
 - a) Describe any measures you propose to respond to vehicle breakdowns, accidents, railroad delays, and other service disruptions, including your plan for on-street supervision and relief or assistance for late buses and capacity constraints.
 - b) Describe any procedures you normally use when buses are at capacity and passengers are left waiting at a bus stop.
 - c) Provide your approach to liquidated damages for performance failures, such as, but not limited to: failure to have safe equipment to meet schedule requirements; consistently late buses; missed trips; vehicle cleanliness; excessive breakdowns; etc.
 - d) PROPOSER will present their normal criteria and minimum or maximum standards for evaluating performance of their drivers; call center; and overall system performance.

- 9) Describe your firm's overall safety program for this project.
 - a) Provide information on the number of NTD Reportable Events submitted by the PROPOSER and its parent company in the last five (5) years for five (5) similar size systems, including but not limited to:
 - i) A fatality confirmed within 30 days of the event
 - ii) An injury requiring immediate medical attention away from the scene for one or more persons
 - iii) Property damage equal to or exceeding \$25,000
 - iv) Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
 - v) An evacuation for life safety reasons
 - b) Provide the proposed General Manager's last five (5) years of NTD Reportable Events history.
 - c) Provide information on best practices used to keep passengers and general public safe during operations including an example of a System Security and Emergency Preparedness Plan or similar document.
 - d) Describe plans for responding to emergencies and routine problems that may occur. Examples include, but are not limited to:

<ul style="list-style-type: none"> • Passenger injuries • Passenger disturbances • Passenger illnesses • Vehicle failures • Inclement weather • Accidents • Detours • Employee injuries 	<ul style="list-style-type: none"> • Strikes/walkouts/work stoppage • Terrorist incidents • Nuclear event • Tornadoes/Earthquakes • Pandemic • Other natural disasters beyond control of Service Provider
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- 10) Provide the security procedures and fare collection/monitoring program you will use for this agreement.
 - a) Describe procedures for investigating security incidents
 - b) Describe the process you will use to retrieve the money from fare collections (CITY fareboxes are similar to Diamond Fareboxes) for both systems and the process used to safe guard the monies until retrieved by the CITY.
- 11) Describe types of vehicles and the fleet-specific maintenance plan you will use for your fleet and the City owned fleet in this agreement. Address the following specifics:
 - a) Provide the year of manufacture, length, seating configuration, number of doors, and standing capacity of vehicles proposed for this contract.
 - b) Describe your fleet replacement plan during the life of this contract.
 - c) The CITY currently uses Diamond Mfg Fares boxes Model #H with a 12-inch vault and 23-inch cabinet and Model #E5 with a 9-inch vault and 20-inch cabinet. Provide a plan that ensures that any vehicle that will be used in revenue service will be converted to these or similar non-electronic fare boxes.
 - d) Describe your strategy for maintaining overall reliability, safety, and attractive appearance for the buses to encourage and promote ridership.
 - e) Describe plans for the exterior design of the buses to promote the branding of the bus operations as City of DeKalb Public Transit.
 - f) Describe the maintenance staffing plan including the number of mechanics, differentiation of

- mechanic's duties, and support personnel for the maintenance program. Explain the rationale for mechanics/bus ratio and mechanics/revenue-mile ratio.
- g) Describe the bus and equipment maintenance program and the maintenance record-keeping system will you use for this agreement.
 - h) Provide typical preventative maintenance schedules for the bus fleet that will be used in DeKalb including city owned buses (see Table 3) **and the fleet that the PROPOSER will provide.**
 - i) Describe internal and external cleaning schedules and procedures for the bus fleet.
 - j) Describe your experience maintaining vehicles purchased with Federal Transit Administration funds.
 - k) Describe your strategy for separating personnel time and labor from other potential services performed on-site.
- 12) City of DeKalb intends to provide a tablet-based radio system for both services, Fixed Route tracking software, Paratransit tracking software, Paratransit Routing software, and Fixed Route run cuts. Provide a description for how communications and information management will be provided as well as your use of technology to include the following:
- a) For Fixed route fleet being provided, describe the level of technology that will be used on buses including, but not limited to, header/route signs, automated vehicle locaters, Automatic Passenger Counters, accident/incident cameras, tablets, etc.
 - b) Describe how passengers will be counted by route, manual or automatic passenger counters, and typical reports that you have provided to other similar bus systems.
 - c) Refer to Tables 2 and 3 for City of DeKalb Equipment Information.
- 13) Explain the transition plan to ensure operations can begin by the intended start date of January 1, 2026. Address the following concerns and expectations:
- a) Minimize the incidence of problems in the course of assuming the responsibilities of the existing provider.
 - b) Provide timeline and description on how you plan to have an adequate number of drivers, mechanics, and supervisors in place by January 1, 2026.
 - c) The aim is to have this transition occur seamlessly. The new agreement shall begin on January 1, 2026, but the transition period may extend before this period with agreement negotiated between the PROPOSER, the CITY, and current service provider.
 - d) Provide assurance that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.
 - e) A PROPOSER that does not supply an adequate Transition Plan shall be deemed unresponsive.
- 14) Provide ADA compliance plan including public information materials describing all services provided and procedures describing accessibility policies including stop announcements, lift use, etc. If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the Department of Justice, the Equal Employment Opportunity Commission, a state human rights agency, a state attorney general, or any other federal or state regulatory agency having jurisdiction over disabilities or related claims within the last five years, describe and detail such finding or action.
- 15) If applicable, provide a plan for managing Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation and non-transportation services while remaining compliant with federal/state requirements. Show how the non-compliant portion of the business shall be completely separated from all transit services

provided as part of this agreement. If PROPOSER provides any school or charter bus services, a plan shall be submitted to show it conforms to all FTA regulations as they relate to school or charter bus services. Similarly, if PROPOSER proposes to engage in any other service not directly relating to the fulfillment of this RFP and the services required hereunder from the DeKalb garage, whether operational, administrative or otherwise, provide the same detail and information contemplated for such other service. Demonstrate how any FTA capital equipment or operating assistance purchased with FTA grant funds shall NEVER be used in the provision of Charter or other non-compliant services.

- 16) The PROPOSER may submit additional information that will add value to the contract and the proposed operating methodology that will distinguish their proposal from other competitive proposals.

IV. Professional References (10 Points)

- 1) The CITY intends to contact some or all of the prior clients to seek information about performance and client satisfaction, including evaluations. Provide the following:
 - a) Firm References: Provide references for all current fixed route transit service, paratransit and public transit service contracts/agreements. For each contract/agreement, include a name, telephone number, and e-mail address of a person able to attest to the work performed. Provide the number of peak buses and annual budget for each reference.
 - b) Key Personnel References: Submit reference information for all key personnel proposed for this project. For each contact, include a name, telephone number, and e-mail address of a person able to attest to the work performed.
- 2) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals.

5.2 Price Proposal (50 Points)

The price portion of the proposal and supporting documentation will be submitted in a separate envelope that is clearly marked RFP CDPT2025-03 TRANSIT SERVICE PROVIDER - PRICE PROPOSAL.

- 1) The Cost/Price Proposal shall be provided on a total operating cost per revenue-hour of service with an identification of the anticipated annual number of revenue hours to provide the proposed services (complete Tables in Exhibit 2 below). ***The Price Proposal shall be submitted in a separate envelope.***
- 2) A marginal cost model to add or subtract minor service changes up to 15% of the estimated revenue hours per year (see Table 12) shall be included in the Price Proposal.
- 3) Cost increases in the following years shall be based on the rules identified in the Financial Requirements located in Exhibit 1 Operational Services part 8.
- 4) The CITY shall purchase Diesel fuel and will reimburse PROPSER for cost of Gasoline purchases for all revenue vehicles included within the Lease Agreement for the duration of the contract. The PROPOSER will provide a facility that is adequate to maintain the bus fleet, including an operational diesel and gasoline fueling station and related equipment, within five miles of the City limits of the City of DeKalb. PROPOSER shall assume all liability for fuel storage and dispensing procedures and

shall engage in all fuel-related activities in a fashion compliant with applicable laws. If the PROPOSER is unable to provide onsite fuel storage, fuel can be purchased at an off-site location. All fuel purchases made at an off-site location must be reconciled with a copy of a receipt to the CITY. Fuel purchases submitted to the CITY without receipts will be non-reimbursable. Non-revenue vehicle fuel costs shall be the responsibility of the PROPOSER.

- 5) A full operating budget for the first year of the agreement based on the Illinois Department of Transportation (IDOT) Downstate Operating Assistance Program (DOAP) OP-7 form shall also be submitted in the separate price proposal. It is recognized that a cost per revenue-hour rate and an annual operating budget will not correspond one-to-one as there are fixed and variable costs. The operating budget shall be used to identify comparison of individual costs. The operating budget submitted shall be based on the provision of proposed services. PROPOSERS may use this PDF to fill out the OP-7 form (<https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/idot-forms/dpit/tr-op007.pdf>).
- 6) The Price/Cost Proposal shall be reviewed. The lowest PROPOSER shall receive the full points, with other PROPOSERS points prorated. The submitted budget shall be reviewed to ensure that all PROPOSERS are reasonably identifying their costs to support the contract. The review of the cost shall be based on the initial year of the contract. Cost increases in the following years shall be based on the rules identified in the Financial Requirements.
- 7) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals and exceeds the minimum requirements of this section

6. Standard Contractual Terms & Conditions

6.1 Administration

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

PROPOSER represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. PROPOSER's performance under this Contract may be monitored and reviewed by City of DeKalb staff. Reports and data required to be provided by the PROPOSER shall be delivered to the Transit Manager. Questions by PROPOSER regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Transit Manager for response.

6.2 Notification of Delay

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

6.3 Request for Extension

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

6.4 Contract Changes

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

6.5 Instructions by Unauthorized Third Persons

In accordance with subsection 6-4, Contract Changes, of the solicitation, City of DeKalb's Transit Manager or his/her authorized representative are the only persons authorized to make changes within the general scope of the Contract.

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

6.6 Cost or Price Analysis

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

6.7 Lack of Funds

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

6.8 Force Majeure

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

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

6.9 Taxes, Licenses, Laws, and Certificate Requirements

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

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

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid

response hereto and City of DeKalb, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any PROPOSER shall not constitute a cognizable defense against the legal effect thereof.

6.10 Defective Work, Materials or Services

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

6.11 Assignment

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

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

6.12 Indemnification and Hold Harmless

To the fullest extent permitted by law, PROPOSER agrees to indemnify, and hold harmless, and upon request, defend COD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including PROPOSER's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations.

6.13 Workers Compensation Waiver

To the fullest extent permitted by law, PROPOSER expressly (a) waives the benefits, for itself and all subcontractors of the provisions of any applicable workers compensation law limiting the tort or other

liability of any employer on account of injuries to the employer's employees, and expressly (b) assumes proportionate liability in that regard. PROPOSER also waives any rights and/or claims for subrogation and/or reimbursement by listen or otherwise for itself, and all Subcontractors to recover from City of DeKalb any amounts paid under any applicable workers compensation law by PROPOSER, any Subcontractor or their respective workers' compensation insurers.

6.14 Applicable Law and Forum

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

6.15 Attorney Fees

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

6.16 State Officials and Employees Ethics Act

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

The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

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

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

6.17 Conflicts of Interest and Non-Competitive Practices

Conflict of Interest – PROPOSER by entering into this Contract with City of DeKalb to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that PROPOSER or its agents, employees or representative's hereafter acquires such a conflict of interest, is shall immediately disclose such interest to City of DeKalb and take action immediately to eliminate the conflict or to withdraw from this Contract, as City of DeKalb may require.

Contingent Fees and Gratuities – PROPOSER, by entering into this Contract with City of DeKalb to perform or provide work, services, or materials, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of PROPOSER has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by PROPOSER or any of its agents, employees, or representatives, to any official, member or employee of City of DeKalb or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

6.18 Conflicts of Interest – Current and Former Employees

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

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

6.19 Other Public Agency Orders

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

6.20 Severability

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

6.21 Non-waiver of Breach

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

6.22 Use of City of DeKalb's Name in PROPOSER Advertising or Public Relations

City of DeKalb reserves the right to review and approve all City of DeKalb-related copy prior to publication. PROPOSER will not allow City of DeKalb-related copy to be published in PROPOSER's advertisements or public relations programs until submitting City of DeKalb-related copy and receiving prior written approval from City of DeKalb's Transit Manager or his/her authorized representative. PROPOSER will agree that published information on City of DeKalb or its program will be factual, and in no way imply that City of DeKalb endorses PROPOSER's firm, service, or product.

6.23 Exclusionary or Discriminatory Specifications

City of DeKalb agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (3) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. City of DeKalb further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

6.24 Protest Procedures

Pre-Proposal Protests:

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

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

The decision by the City Manager shall be the final agency decision on the matter.

Pre-Award Protests:

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

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

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

The decision by the City Manager shall be the final agency decision on the matter.

Requirements for Protests:

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

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

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

Protest Response:

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

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

6.25 Insurance Requirements

The PROPOSER shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to City of DeKalb.

General Requirements

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

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

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

Failure to provide the required insurance shall not relieve the Subcontractor of any liability the Prime PROPOSER shall have under this agreement or at law.

Subcontractor's Liability: Any portion of the Work to be performed for PROPOSER by a Subcontractor shall be performed pursuant to an appropriate written subcontract between PROPOSER and Subcontractor. No subcontract shall relieve PROPOSER of its obligations under this agreement. PROPOSER shall remain responsible for all subcontracted Work, and PROPOSER shall be as fully liable to Owner for the acts and omissions of its Subcontractors, their agents, representatives, and persons directly or indirectly employed by them as it is for the acts and omissions of PROPOSER's own employees. Any subcontracts between PROPOSER and Subcontractor will obligate the Subcontractor to the Owner to the same extent as PROPOSER is obligated to the Owner. The Owner is a third-party beneficiary of such Subcontractor or Subcontractors and in that regard will have the same rights against the Subcontractor as the PROPOSER would have against the Subcontractor. Such subcontracts will specifically require that the Subcontractor will comply with the insurance provisions of this agreement for the benefit of the Owner, to the same extent that the PROPOSER is obligated to do so.

Required Coverages

PROPOSER and each of its Subcontractors shall adhere to the following provisions and in those respects shall maintain the following minimum insurance coverage. When the term "Each" is used it refers to the "PROPOSER" and any Subcontractors hired or engaged by the "PROPOSER" both separately and collectively.

Commercial General Liability (Occurrence Form), Each shall carry Commercial General Liability Insurance on ISO form CG 2010 (10 01) and CG 2037 (10 01) (or a substitute form providing equivalent coverage) which is in a form satisfactory to Owner. Either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

Business Automobile Policy either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** (including, but not limited to, all vehicles owned by the City and either leased or used by PROPOSER) with the following limits:

Owned, Hired or Non-Owned (Per Accident)	\$1,000,000
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

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

Workers Compensation

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

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

7. SPECIFIC CONTRACTUAL TERMS & CONDITIONS

7.1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by PROPOSER based on the firm fixed prices agreed to by City of DeKalb. The Contract(s) issued by City of DeKalb may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 6-4, Contract Changes.

7.2 Contract Documents and Precedence

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

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

7.3 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The contract end date shall be determined by the last day for which the warranty/service agreement is effective.

7.4 Payment Procedures

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

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

Wendy.Kriese@cityofdekalb.com (or)

City of DeKalb
Accounts Payable
164 E Lincoln Hwy.
DeKalb, IL 60115

7.5 Advance Payment Prohibited

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

7.6 Prompt Payment to Subcontractors

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

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

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

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

7.7 Price Adjustments

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

7.8 Shipping Charges

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

7.9 Delivery Points

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

7.10 Summary Report

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

7.11 Warranty Provisions

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

7.12 Express Warranties for Services

PROPOSER warrants that the services shall in all material respects conform to the requirements of this Contract. The PROPOSER warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. The PROPOSER warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

7.13 Warranty Remedies

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

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

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

7.14 Independent Status of PROPOSER

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

7.15 Notices

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

City of DeKalb Transit
Transit Manager
1216 Market St
DeKalb, IL 60115

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

7.16 Non-Disclosure of Data

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

7.17 Non-Disclosure Obligation

While providing the work required under this Contract, PROPOSER might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked

“Confidential,” “Proprietary,” or “Business Secret.” PROPOSER shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of PROPOSER’s own confidential information.

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

7.18 Public Disclosure Requests

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

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

7.19 Ownership of Data

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

7.20 Patents and Royalties

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

7.21 Changed Requirements

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

7.22 Counterparts

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

7.23 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between City of DeKalb and the Prime PROPOSER.

8. STATE OF ILLINOIS CONTRACT REQUIREMENTS

8.1 Interest of Members of in Congress

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

8.2 Prohibited Interests

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

8.3 Contract Changes

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

8.4 Escalation

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

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

8.5 Equal Employment Opportunity

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PROPOSER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PROPOSER in its efforts to comply with such Act and Rules and Regulations, the PROPOSER will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the PROPOSER will be liable for compliance with applicable

provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the PROPOSER will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

8.6 Financial Assistance Acknowledgement

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.

8.7 Access to Third Party Contract Records

The PROPOSER 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 PROPOSER relating to the PROPOSER's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The PROPOSER 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 PROPOSER'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.

8.8 Assignments

The PROPOSER 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) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

8.9 Subcontracts

The PROPOSER 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).

8.10 Retention of Records

The PROPOSER 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. PROPOSER is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The PROPOSER 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 PROPOSER 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 PROPOSER 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.

8.11 Ownership of Records

The PROPOSER 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 PROPOSER relating to the PROPOSER's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The PROPOSER 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 PROPOSER'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.

8.12 Performance Bonds

Performance bonds, if applicable, are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The PROPOSER shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

8.13 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 PROPOSER. The PROPOSER shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The PROPOSER shall promptly submit its termination claim to be paid the PROPOSER. If the PROPOSER has any property in its possession belonging to the Buyer(s), the PROPOSER will account for the same, and dispose of it in the manner the Buyer(s) directs.

8.14 Lobbying

PROPOSERS 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 PROPOSERS 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.

8.15 Certified Payrolls

If applicable (normally construction and service contracts), the Buyers shall obtain from the PROPOSER, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the Buyers, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained by the Buyers, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

8.16 Government (IL) Inspection

The PROPOSER 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 PROPOSER relating to the PROPOSER's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The PROPOSER 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 PROPOSER'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.

8.17 Vendor Registration with Illinois Department of Human Rights

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

8.18 Insurance Requirements

The PROPOSER 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 PROPOSER. When applicable, more stringent or revised insurance requirements may be required.

The selected PROPOSER 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 PROPOSER 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 PROPOSER 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:
 - A. Operations - Premises Liability;
 - B. Independent PROPOSER's Liability;
 - C. Broad Form Contractual Liability, covering the PROPOSER's obligations under any contract or agreement for the Project;
 - D. Products Liability;
 - E. Completed Operations Liability;
 - F. Personal Injury Liability, including claims arising from employees of the PROPOSER; and
 - G. Broad Form Property Damage Liability.
- d. 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 PROPOSER 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 PROPOSER 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 on a primary non-contributory basis. 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 PROPOSER'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 PROPOSER from liabilities in excess of such coverage.

The PROPOSER 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 PROPOSER 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 PROPOSER shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the PROPOSER, for their levels of Project participation. The PROPOSER 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 PROPOSER and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

8.19 Prime Contractor Participation

If applicable, normally construction and service-related contracts, the selected PROPOSER will be designated the prime PROPOSER and shall normally perform, with his own staff, work equivalent to at least fifty percent (50%) of the total amount of work for the Project. Only non-equipment and materials pay items of a contract will be used in computing the total amount of work conducted by the prime PROPOSER at the work site. The participation percentage of a prime PROPOSER is normally negotiable until finalized in an awarded contract.

8.20 Warranty of Construction

A warranty of construction will normally be provided for construction projects, if applicable. Construction warranties will normally be for a minimum period of one (1) calendar year, unless otherwise noted in the contract award, from the date of each Project completion, as evidenced by the date of final acceptance of the work. At a minimum, the PROPOSER warrants that work performed under any contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the PROPOSER or any of its subcontractors or suppliers. The Buyers shall be entitled to all warranties as provided by law.

Under this warranty condition, the PROPOSER shall remedy at its own expense any such failure to

conform, or any such defect. Nothing in the above intends or implies that this warranty provision shall apply to work which has been abused or neglected by the Buyer.

The PROPOSER shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of the Buyer. The PROPOSER warrants that the goods and equipment furnished will conform to the specifications, drawings, plans, descriptions or requirements noted in the solicitation or submittal packages, and any subsequent contract or agreement, as amended.

The PROPOSER warrants that any construction services, work, or materials purchased by the Buyer will conform to the standards promulgated by the U.S. Department of Labor, under the Occupational Safety and Health Act (OSHA) of 1970.

Construction warranties may be covered in further detail by the Construction Specifications of a given solicitation package.

9. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

9.1 No Obligation by the Federal Government

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

9.2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER to the extent the Federal Government deems appropriate. The PROPOSER 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 PROPOSER 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.

2. The PROPOSER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the PROPOSER, to the extent the Federal Government deems appropriate.
3. The PROPOSER agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9.3 Access to Records and Reports

The following access to records requirements apply to this Contract:

1. The PROPOSER 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 PROPOSER relating to the PROPOSER's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The PROPOSER 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 PROPOSER'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.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, PROPOSER agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO PROPOSER, access to the PROPOSER's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, PROPOSER agrees to provide the Purchaser, FTA Administrator,

the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the PROPOSER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the PROPOSER shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The PROPOSER agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case PROPOSER agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

9.4 Changes to Federal Requirements

The PROPOSER 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.

9.5 Termination Provisions

1. **Termination for Convenience (General Provision)** 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 PROPOSER. The PROPOSER shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The PROPOSER shall promptly submit its termination claim to be paid the PROPOSER. If the PROPOSER has any property in its possession

belonging to the Buyer(s), the PROPOSER will account for the same, and dispose of it in the manner the Buyer(s) directs.

2. **Termination for Default [Breach or Cause] (General Provision)** If the PROPOSER does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the PROPOSER fails to perform in the manner called for in the contract, or if the PROPOSER fails to comply with any other provisions of the contract, the City of DeKalb may terminate this contract for default. Termination shall be affected by serving a notice of termination on the PROPOSER setting forth the manner in which the PROPOSER is in default. The PROPOSER will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the COD that the PROPOSER 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 PROPOSER, the COD, after setting up a new delivery or performance schedule, may allow the PROPOSER to continue work, or treat the termination as a termination for convenience.

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

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

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

If the termination is for the convenience of the City of DeKalb, the PROPOSER shall be paid a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. City of DeKalb will not be responsible for lost profits or contract closeout cost, if this contract is terminated for convenience.

6. **Termination for Default (Supplies and Service)** If the PROPOSER fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the PROPOSER fails to comply with any other provisions of this contract, the City of DeKalb may terminate this contract for default. The City of DeKalb shall terminate by delivering to the PROPOSER a Notice of Termination specifying the nature of the default. The PROPOSER will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the PROPOSER was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

9.6 Civil Rights Requirements

The PROPOSER 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. PROPOSER 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 PROPOSER agrees to comply with applicable Federal or State requirements that may be issued. The PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER 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, and

(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, and

(c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended, and

(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 PROPOSER'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 PROPOSER 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 PROPOSER 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. PROPOSER agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued, and

(f) Comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications and video surveillance services or equipment, and other provisions, many of which are subject to regulations issued by other Federal agencies.

9.7 Special DOL EEO Clause for Construction Projects (if Applicable)

The PROPOSER agrees to comply when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” as amended, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” as amended. See the Equal Employment Opportunity Compliance section for additional requirements relating to Equal Employment Opportunity compliance.

9.8 Disadvantaged Business Enterprise (DBE) Participation

1. To the extent authorized by applicable federal laws, regulations, or requirements, the PROPOSER 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 PROPOSER 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.

2. If a DBE goal is requested in the solicitation, the PROPOSER certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the PROPOSER 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 PROPOSER's own forces or those of an affiliate of the PROPOSER, without the prior written consent of Buyer.
3. Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or PROPOSER (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 PROPOSER from future bidding opportunities as non-responsible.
4. A prime PROPOSER cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime PROPOSER wishes to remove a DBE firm from the contract for any reason, the selected prime PROPOSER 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 PROPOSER must get approval from the owner to remove the DBE firm from the project. The prime PROPOSER 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.
5. Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the PROPOSER (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

9.9 Incorporation of FTA Terms

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

9.10 Suspension and Debarment

The PROPOSER 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 PROPOSER 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 PROPOSER 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. PROPOSERS 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 PROPOSER believes their appearance on a debarment list is inaccurate or unjustified. PROPOSER must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

9.11 Buy America

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). PROPOSERS 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 PROPOSER, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. PROPOSERS 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 PROPOSER, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

9.12 Disputes, Breaches, Defaults, or Other Litigation

A. 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 PROPOSER. 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 PROPOSER an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the PROPOSER 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.

B. Breach of Contract

If, through any cause, the PROPOSER shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the PROPOSER 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 PROPOSER 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 PROPOSER under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the PROPOSER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the PROPOSER 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 PROPOSER, and the Buyer(s) may withhold any payments to the PROPOSER until such time as the final compensation to the PROPOSER 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 PROPOSER, such as national disaster, acts of God, or strikes by organized labor unions.

C. Termination for Default

If the PROPOSER does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the PROPOSER fails to perform in the manner called for in a subsequent contract, or if the PROPOSER fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the PROPOSER setting forth the manner in which the PROPOSER is in default. The PROPOSER 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 PROPOSER 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 PROPOSER, the Buyer(s), after setting up a new delivery or performance schedule, may allow the PROPOSER to continue work, or treat the termination as a termination for convenience.

D. 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 PROPOSER. The notice shall state whether the termination is for the convenience of the Buyer(s) or for default of the PROPOSER. If the termination is for default, the notice shall state the manner in which the PROPOSER has failed to perform the requirements of the given contract. The PROPOSER shall account for any property in its possession paid for with funds received from the Buyer(s), or property supplied to the PROPOSER by the Buyer(s). The PROPOSER shall promptly submit its termination claim to the Buyer(s) and the parties shall negotiate the termination settlement to be paid the PROPOSER.

If the termination is for the convenience of the Buyer(s), the PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER, the Buyer(s), after setting up a new work schedule, may allow the PROPOSER to continue work, or treat the termination as a termination for convenience.

9.13 Disclosure of Lobbying Activities

PROPOSERS 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 PROPOSERS 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.

9.14 Clean Air

The PROPOSER 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 PROPOSER must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

9.15 Clean Water

The PROPOSER 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 PROPOSER must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

9.16 Energy Conservation

The PROPOSER 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.

9.17 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. PROPOSERS 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 PROPOSER, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

9.18 Fly America

For any transport of property or persons, 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. PROPOSERS 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 PROPOSER, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

9.19 Seismic Safety

The PROPOSER 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.

9.20 Patent Rights

The Federal Government may acquire patent rights when the PROPOSER 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 PROPOSER 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.

9.21 Access Requirements for Persons with Disabilities

The PROPOSER 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 and 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.

9.22 Recycled Products

The PROPOSER 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.

9.23 Contract Work Hours and Safety Standards

The PROPOSER 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 PROPOSER 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.

The records to be maintained under this clause shall be made available by the PROPOSER or Sub-PROPOSER for inspection, copying, or transcription by authorized representatives of the FTA, US Department of Transportation, or the Department of Labor, and the PROPOSER or Sub-contractor will permit such representatives to interview employees during working hours on the job.

1. **Overtime requirements** - No PROPOSER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the PROPOSER and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such PROPOSER and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the PROPOSER or subcontractor under any such contract or any other Federal contract with the same prime PROPOSER, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime PROPOSER, such sums as may be determined to be necessary to satisfy any liabilities of such PROPOSER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The PROPOSER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime PROPOSER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.24 Performance Bond Requirements

If applicable, performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The PROPOSER shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

The PROPOSER will be required to obtain a performance to protect the COD's interest. The following situations may warrant a performance bond:

1. COD property or funds are to be provided to the PROPOSER for use in performing the Contract or as partial compensation (as in retention of salvaged material).
2. A PROPOSER sells assets to or merges with another concern, and the COD, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable to continue the operation of the services.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition or removal of improvements.
5. When it is determined that a performance bond is required, the PROPOSER shall be required to obtain a performance bond as follows:
 - a. The penal amount of a performance bond shall be one hundred percent (100%) of the original Contract price, unless the City of DeKalb determines that a lesser amount would be adequate for the protection of the City of DeKalb.
 - b. The City of DeKalb may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. The City of DeKalb may secure additional protection by directing the PROPOSER to increase the penal amount of the existing bond or to obtain an additional bond.
6. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City of DeKalb's interest. Payment bond is not required for this project.

7. When it is determined that a payment bond is required, the PROPOSER shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- a. Fifty percent (50%) of the Contract price, if the Contract price is less than \$1 million;
- b. Forty percent (40%) of the Contract price, if the Contract price is more than \$1 million, but not more than \$5 million; or
- c. Two and one half million, if the Contract price is more than \$5 million.

9.25 Veterans Preference

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients, if applicable:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9.26 Davis-Bacon Act

The PROPOSER 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, PROPOSERS 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, PROPOSERS must be required to pay wages not less than once a week. The PROPOSER 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 PROPOSER agrees to the required wage determination. The PROPOSER agrees to report suspected violations to the buyer.

9.27 Copeland Anti-Kickback Act

The PROPOSER 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, "PROPOSERS 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 PROPOSER 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 PROPOSER agrees to report suspected and reported violations to the buyer.

9.28 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 PROPOSER 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.

9.29 Conformance with ITS National Architecture

Solicitation respondents agree to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206(e) 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.

9.30 Texting While Driving and Distracted Driving

Consistent with Executive Order No. 13513 and to encourage safety and to decrease crashes by distracted drivers, the City of DeKalb encourages PROPOSERS to adopt and promote texting while driving and distracted driving policies and programs for their employees and other personnel that operate company owned, rented, or personally operated vehicles.

9.31 Seat Belt Use

To encourage compliance with Federal Executive Order 13043 the City of DeKalb encourages PROPOSERS to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

Exhibits

Exhibit1: Description Of Services to Be Provided

Start-up

The selected PROPOSER shall be responsible for all preparations necessary to begin operation of the services including identification of an operations and vehicle maintenance facility adequate to maintain the two bus fleet, including an operational diesel and gasoline fueling station and related equipment, within five (5) miles of the City limits of the City of DeKalb. The PROPOSER is responsible for providing all equipment needed to complete performance of the Agreement, which is not otherwise provided by the City, including but not limited to a safe, computers, printers, digital cameras, accident and blood borne pathogen kits, office desks, tables, chairs, office supplies, desktop phones, cell phones, Driver Inspection Reports, Driver Logbooks and copiers. The PROPOSER shall be responsible for maintaining all CITY-provided equipment including warranties. The PROPOSER shall be liable for the cost of repairing or replacing any physical or mechanical damage caused by the PROPOSER'S negligence and not caused by the CITY. The PROPOSER must provide a finalized Vehicle Maintenance Plan that includes preventative maintenance and warranty recovery to the CITY for review and approval. ALL COSTS ASSOCIATED WITH LOCATING AN APPROPRIATE SITE SHALL BE BORNE BY THE SERVICE PROVIDER. ANY COSTS ASSOCIATED WITH FINDING ANOTHER SITE IF THE PROPOSED SITE IS NOT APPROVED SHALL BE BORNE BY THE SERVICE PROVIDER. Provide an outline of your anticipated start up activities and schedule, including but not limited to: facilities securement, vehicle securement, staffing, etc. Indicate the earliest schedule on which your staff could be in place and the earliest schedule that you could begin providing transportation services.

The aim is to have this transition occur seamlessly. The new agreement shall begin on January 1, 2026, but the transition period may extend before this period with agreement negotiated between the PROPOSER, the CITY, and current service provider. Prior to start-up, all personnel shall be drug-test, hired and trained; documented personnel and operating procedures shall be established; an aggressive safety program shall be developed; facilities and equipment prepared; and all other activities required for start-up completed. Routes and schedules have been defined and the Service Provider may offer improvements or enhancements for operational efficiency. The Service Provider will be required to submit a detailed Start-Up Plan prior to the execution of a Contract. An outline of the Start-Up Plan must be submitted as part of this proposal.

Operational Services

The selected PROPOSER shall be expected to have extensive knowledge in public transit operations. The selected PROPOSER shall have a close working relationship with CITY staff.

- 1) PROPOSER shall supply all Transportation Service Operations including:
 - a) Supervision of all transit / paratransit personnel employed by the PROPOSER and ensure safe, reliable, and efficient service.
 - b) Securing all insurance coverage required and handling all matters with insurance carriers (*see 6.25 Requirements*).
 - c) Direction and supervision of all accounting, bookkeeping, auditing, and purchasing related to this agreement in compliance with all regulations set forth by the CITY, the Illinois Department of Transportation (IDOT), and the Federal Transit Administration (FTA).
 - d) All transportation operating equipment, unless included as a City owned asset, required to provide public transit and paratransit service including hardware and software.
 - e) Any Proposer using FTA funded equipment shall identify that equipment in the Price Proposal and an offset will be calculated for Proposers with FTA funded equipment.

- ✎ Studying and recommending changes in operating schedules, headway frequencies, transfer methods, improve the efficiency and cost-effectiveness of public transit and paratransit service while maintaining on-time performance and customer satisfaction.
- 2) Employee Selection, Safety and Training including:
 - a) Direction and supervision of the selection of all transit personnel employed by the PROPOSER.
 - b) Direction and supervision of said employees' training, conforming, whenever possible, to the best practices set forth by IDOT and the FTA.
 - c) Direction and supervision of safety programs, safety meetings, campaigns, and use of safety equipment for the PROPOSER's personnel, conforming, whenever possible, to the best practices set forth by IDOT and the FTA.
- 3) Advertising and Promotion
 - a) The CITY shall control or contract out all advertising and promotion. CITY shall provide materials for distribution that may include brochures, pamphlets, customer comment forms, periodic surveys, rider-alerts, tickets, etc.
 - b) PROPOSER shall prepare and provide materials/copies for announcements related to service changes; advisories etc. and distribute brochures and any other material as directed by the CITY.
- 4) Ownership of Records and Documents / Confidential Information:
 - a) PROPOSER agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Illinois Prevailing Wage Act.
 - b) PROPOSER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the CITY.
 - c) PROPOSER further agrees to keep as confidential any information belonging or relating to the CITY which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations, or accounts of the CITY.
 - d) This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act (FOIA) or if already previously disclosed by a third party.
 - e) PROPOSER acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the CITY to produce certain records that may be in the possession of PROPOSER.
 - f) PROPOSER shall notify the city of all FOIA requests within 24 hours of receipt of the request.
 - g) PROPOSER shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the PROPOSER was, in fact, the CITY).
 - h) PROPOSER shall review its records promptly and produce to the CITY within two business days of contact from the CITY the required documents responsive to a request under the Act.
 - i) If additional time is necessary to comply with the request, the PROPOSER may request the CITY to extend the time to do so, and the CITY will, if time and a basis for extension under the Act permits, consider such extensions.

- j) The PROPOSER shall agree to give FTA, Department of Justice, the Comptroller General of the United States, Illinois Attorney General, and IDOT, through any authorized representative, access to and the right to examine all electronic and paper records, books, papers or documents related to this agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 5) Governing Law
- a) This agreement shall be governed and construed in accordance with the laws of the State of Illinois (hereinafter STATE). Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois. PROPOSER expressly waives any right to venue in any alternate jurisdiction, including but not limited to an alternate state court or any federal court.
- 6) Independent Contractor
- a) PROPOSER shall have sole control over the manner and means of providing the work, equipment and services performed under this agreement.
 - b) The CITY's relationship to the PROPOSER under this agreement shall be that of an independent contractor.
 - c) PROPOSER will not be considered an employee to the CITY for any purpose. The parties agree that the PROPOSER is exclusively responsible for the determination of what work is required to complete the tasks outlined in this RFP and for the means and methods of completing such work.
 - d) The CITY's compensation to PROPOSER shall be limited to the agreed upon amount and the CITY shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with the PROPOSER other than payment of the stated compensation in a timely manner.
 - e) The PROPOSER shall be obligated to pay wages and provide benefits for its employees as required in fulfillment of this Contract. The PROPOSER shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.
 - f) The PROPOSER must provide a compensation package to its employees that is competitive with public transit agencies in Northern Illinois and DeKalb County that provide comparable fixed route and paratransit services. The above compensation package requirements will be effective on the start date of this contract. In the event market conditions dictate that employee wage increases are necessary, including adjustments for hazard pay required due to a state of emergency or other governmental action or legislative mandate - the CITY agrees to enter into negotiations with the PROPOSER to mitigate the financial impact of any increased wages on the PROPOSER. The PROPOSER shall supervise all drivers to ensure that they are courteous to all patrons at all times and respond to patrons' questions regarding use of City's transit services as applicable.
 - g) The Transit Manager shall have the right to demand removal from the Contract, for reasonable cause, any personnel furnished by the Service Provider. Such removal must occur within 24 hours and the Service Provider is responsible for their reassignment.
 - h) The City must be notified of new hires or reassignments of Contract personnel. Further, the City must be notified of all extended absences of Contract management personnel and any position vacancies of more than one (1) week. The Service Provider is required to fully staff those positions proposed in its submittal.

- i) Service Provider shall staff the following managers as “key management”:
 - General Manager, Fixed Route Operations Manager, Paratransit Operations Manager, Safety & Training Manager and Maintenance Manager. Any change to personnel in these management positions shall require written approval of the Transit Manager.
 - j) In the event that the CITY determines, in its sole discretion, that it is economically advantageous for the CITY to provide certain supplies, fuel, tools, or equipment for use by PROPOSER in lieu of paying PROPOSER to provide the same, the CITY and PROPOSER agree that PROPOSER shall then utilize the CITY’s supplies, fuel, tools, or equipment according to its own determination of their best and appropriate use.
 - k) PROPOSER shall be responsible for its’ own personnel, training, instruction and related matters.
 - l) PROPOSER shall be responsible for determining its sequence of performance for required work.
 - m) PROPOSER shall be responsible to provide all equipment other than CITY owned revenue vehicles and vehicle equipment as defined in Table 2 and Table 3.
 - n) PROPOSER’s work shall be evaluated by the CITY based upon the end result of such work.
 - o) PROPOSER shall be responsible for any expenses incurred by PROPOSER in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the CITY on any debt, contract, or other agreement whatsoever.
 - p) The PROPOSER acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the CITY for purposes of being offered any protection or coverage under CITY insurance policies for tort immunity or other legal purposes.
- 7) Coordination of Services: As there are multiple transit service providers in the region, the selected PROPOSER shall be expected to coordinate services between all transit providers in the region to every extent possible.
- 8) Financial Requirements
- a) The CITY shall reimburse the selected PROPOSER at a single rate for actual services provided based upon the number of revenue hours provided during the invoice period for each service. The PROPOSER is expected to identify this reimbursement rate based on the selected PROPOSER’S operating costs.
 - b) Actual reimbursement will be in accordance with Federal Transit Administration (FTA) and IDOT DOAP requirements. The selected PROPOSER shall submit a monthly invoice for each service with reimbursement based upon the single rate of services identified in the price proposal. The selected PROPOSER will additionally submit all required Federal and State forms and any modifications to those forms as required during the duration of this contract.
 - (a) The CITY reserves the right to review and negotiate the proposed rate during agreement negotiations with the selected PROPOSER. If the CITY exercises its option to renew the agreement for subsequent year(s), selected PROPOSER’s charges shall be allowed to increase yearly based on the following requirements:
 - (i) Rate shall not exceed the Consumer Price Index (CPI) increase for the previous twelve (12) months;
 - (ii) CPI shall be based on Index for the Midwest Region for Urban Wage Earners and Clerical Workers (CPI-W) for the portion of the consumer Price Index for all items, as determined by the U.S. Department of Labor, Bureau of Labor Statistics

(<http://www.bls.gov/news.release/cpi.t06.htm>);

- (iii) The rate of increase per year shall not exceed 5% (five percent) unless explicitly approved by the CITY in writing; and
- (iv) As required by state regulation, use of fuel containing ethanol gasoline is required in gasoline-powered vehicles.
- (b) The award of any agreement is contingent upon availability of actual funds received by the CITY pursuant to grants under FTA Section 5307 and the IDOT Downstate Operating Assistance Program (DOAP). A portion of those funds will be used for CITY administrative expenses. Reductions in the funding levels of those programs will result in a reduction in bus service provided and a subsequent reduction in selected PROPOSER compensation.
- (c) Any changes in services or fares shall be approved by the CITY and include if needed, a public hearing conforming with all required FTA clauses included.
- (d) The selected PROPOSER and CITY staff shall work collaboratively to develop and update a five (5) year Capital and Operating Financial Plan.
- (e) Upon receipt of an itemized bill, including documented vehicle revenue hours provided, the selected PROPOSER shall be reimbursed monthly based on the number of Vehicle Revenue Hours provided that month for each service. The selected PROPOSER shall submit the Vehicle Revenue Hour rate (see Exhibit 2 - Table 13 and Table 14 for Fixed Route and Table 15 and Table 16 for Paratransit) for which the selected PROPOSER expects to be reimbursed as of January 1 of each contract year. In order to receive reimbursement, the selected PROPOSER and CITY agree to the following:
 - (i) The CITY must submit an annual DOAP grant application each year, prior to the next State Fiscal Year (SFY) (which operates from July 1 to June 30). The grant application is typically due in late March to early April each year. As part of the annual budget process, the selected PROPOSER may be requested submit information to complete the application.
 - (ii) The selected PROPOSER agrees to submit all required information needed to submit the periodic reports as required to CITY staff.
 - (iii) The selected PROPOSER shall hire an Auditor to perform their annual audit of their organization as it relates to this agreement and provide a copy to the CITY;
 - (iv) All payments will occur within five (5) business days after the payment is approved at a CITY council meeting.
 - (v) From date of submission of invoices to the date of a check mailed to the PROPOSER will not exceed 45 days.
- (f) The CITY shall only provide payment upon receipt of DOAP and FTA 5307 grant fund payments received from the STATE and FEDERAL GOVERNMENT to cover invoice requests and all financial obligations of the CITY shall be limited to payment of grant funds actually received.
- (g) Upon receipt of funds, the CITY agrees to pay all remaining invoices, up to the amount received from the STATE or FEDERAL GOVERNMENT, within five (5) business days of receipt of funds.

- (h) The selected PROPOSER, in collaboration with the CITY, may seek to reduce levels of service in order to continue services. The selected PROPOSER shall provide a written request and justification for the service reductions to the CITY. The City Council shall have final approval of the request.
 - (i) Any reduction in services or other cost cutting measures shall be approved by affected communities subject to the public involvement procedures for changes in service that satisfy the program-of-project requirements of the FTA Section 5307 Program. The City Council makes the final decision on service and/or fare adjustments.
 - (j) The selected PROPOSER expressly acknowledges that the payments due to it are subject to the CITY's receipt of grant funds, as well as a requirement of prior City Council approval of each invoice. Accordingly, the selected PROPOSER waives any requirement of strict compliance with the Local Government Prompt Payment Act and acknowledges that the requirement of prior grant funding receipt and Council approval shall supersede any other timeline imposed by law or by the terms of this RFP (or the final agreement awarded).
 - (k) The selected PROPOSER shall collect fares, tickets, vouchers, transfers and/or other authorized tender for travel. Fares, tickets, vouchers, transfers or other authorized tender will then be collected by CITY staff.
 - (l) TAXES: The CITY is exempt from Federal Excise Tax and the Illinois Retailer's Occupation Tax. Accordingly, by submitting a proposal, the selected PROPOSER acknowledges and affirms that the proposal does not include any amounts designated for those taxes. The CITY shall not assume any liability for any FEDERAL, STATE, or municipal taxes. The CITY shall provide such documentation as shall be required to evidence this tax exemption; should the selected PROPOSER fail to make appropriate (lawful) use of such exemption, the selected PROPOSER shall be responsible for payment of all such taxes and they shall not be billable to the CITY.
 - (m) TAX RECOVERY: The selected PROPOSER will provide invoices for fuel that show any state or federal fuel taxes that are paid.
- 9) Should the FTA or IDOT identify any findings related to this agreement during the Triennial Review or any other reviews or audits, both the CITY and selected PROPOSER shall agree to modify this agreement to address any findings.

Persons with Disabilities

- 1) The PROPOSER will provide all operations and maintenance of City of DeKalb Paratransit to compliment the fixed route system.
- 2) The PROPOSER shall be responsible for accepting and reviewing all applications for Paratransit eligibility and provide documentation of eligibility to the City. The PROPOSER shall ensure that no person, on the basis of disability, is denied reasonable access to transit services or any reasonable accommodation with respect thereto. It is expected that the Service Provider conducts in-person assessments as defined FTA Circular C. 4710.1 and such assessments shall be based on functional need for paratransit service, not medical. Eligibility requirements and process for approval of the paratransit service is determined by the CITY in accordance with ADA standards. A State of Illinois identification card, issued by Illinois Department of Aging, that clearly states the person has a

disability or is 65 years of age or older will confirm eligibility. The general public who currently use the service and do not qualify based on age or disability will be charged a premium fare as defined in *Operations, Table 1*. All paratransit related forms will be provided by the City.

- 3) The PROPOSER shall conform to all requirements of the Americans with Disabilities Act (hereinafter ADA) and the U.S. Department of Transportation regulations pursuant thereto in the provision of service.
- 4) The PROPOSER shall transport all special needs clients, including persons with disabilities, provided the client uses a "common wheelchair" pursuant to the definition contained in the U.S. Department of Transportation (hereinafter USDOT) regulations (49 CFR part 37.3) and any subsequent modification to those regulations that may be promulgated during this contract.
- 5) The PROPOSER shall use securement systems and any other safety means necessary to ensure that all common wheelchairs transported are properly secured.
- 6) The PROPOSER may contact the passenger or their representative and request to provide technical advice as to whether the device conforms to ADA guidelines.
- 7) If a mobility device does not meet common wheelchair guidelines, the PROPOSER may refuse to transport the device. The PROPOSER shall *immediately* notify the CITY Transit Manager in the event of a refusal of service due to non-common chair, and in its monthly report to the CITY, identify the passenger and non-conforming specification. The CITY and PROPOSER will work cooperatively to provide transportation to people with non-common mobility devices.
- 8) Pursuant to 49 CFR part 37, the PROPOSER may request, but cannot require, the passenger transfer from a non-common chair, to a chair provided by the PROPOSER for boarding/alighting. The PROPOSER may request, but cannot require, the passenger transfer from non-common or common wheelchair to a regular passenger seat for transit.
- 9) Paratransit service shall be available at all times that fixed route service operates.
- 10) The PROPOSER shall provide accessible information to all passengers at a level equal or better than the City of DeKalb rider policy at: <https://www.cityofdekalb.com/1286/How-to-Ride> and in no circumstance shall the selected PROPOSER's minimum level of service fall below the minimum threshold required under applicable federal, state or local laws.

Operations

- 1) The PROPOSER shall maintain a base of operations at a CITY approved location in the service area for project administration, operations, and maintenance of system vehicles within five (5) miles of the City of DeKalb city limits.
 - a) Future City Transit Facility – The City of DeKalb is currently in the process of building an approximately 23,000 square foot Operations and Maintenance facility. Once completed the PROPOSER will move into and utilize the new Operations and Maintenance Facility along with the City of DeKalb Public Transit Division. The PROPOSER will reduce the cost of their

existing base of Operations land and building costs from the monthly fixed service fee.

- i) Facility maintenance
 - (1) Upon occupancy of the CITY owned Operations and Maintenance facility, the city shall bear the cost of Janitorial services. The PROPOSERS cost of janitorial services shall be removed from the monthly fixed service fee.
 - (2) If at any time the CITY requires the PROPOSER to either temporarily or permanently to provide Janitorial services, the CITY will reimburse the PROPOSER for the cost incurred minus tax. The duties that must be performed by the janitorial services must include the following:
 - (a) Trash – emptied 2x a week in all offices and common areas
 - (b) Dusting – 1x a week in all offices and common areas
 - (c) Vacuuming – 2x a week in all offices and common areas
 - (d) Mopping - 1x a week in all tiles floors in the Operations side of building
 - (e) Striping and waxing – frequency to be determined
 - ii) Grounds keeping will become the responsibility of the City once the Operations and Maintenance facility is occupied
 - (1) Mowing
 - (2) Snow removal
- 2) The PROPOSER must provide a toll-free phone number for customers for general information, problem solving, complaints, commendations, and other categories of interaction. The telephone information line shall remain open during all hours of operation. The telephone line directory must be easy to navigate between the two modes of service and the departments within each service. Other modes of communication such as email may be proposed to augment the telephone information system.
 - 3) PROPOSER may use app-based reservation systems and email reservations but not required. PROPOSER should clearly identify in its proposal if methodology other than phone-based reservations will be implemented as part of this contract and what date that implementation will occur. The CITY will be implementing a CITY-owned software package in the near future.
 - 4) All Urban paratransit services shall start AND end within the DeKalb Urbanized Area; paratransit services requested to begin or end outside of the defined service area shall be considered as Rural paratransit operations with the exception of the Door-to-Door Paratransit with NEMT service; a map of the Urban service area can be found in Table 5.
 - 5) All passenger fares and fare media collected by the PROPOSER shall be the property of the CITY. The PROPOSER shall track Paratransit fare type for each service and each day of operation. All fares will be collected from each vehicle daily and will be stored in a safe in the garage or office. Paratransit fares will be collected by the CITY when collecting Fixed Route fares.
 - 6) The fare for each service type can be found in Table 1:

Fares - Table 1:

Fixed Route			
Passenger Type		Fare Amount (One-Way)	
Adult		\$0.50	
Senior/Disabled		\$0.25	
NIU OneCard Holder		Free	
K - 12 Students		\$0.25	
Children (5 Years & Younger)		Free	
Transfers		Free w/ Fare Payment	
Paratransit (On-Demand Service)			
Passenger Type		Service Type	Fare Amount (One-Way)
ADA Paratransit			
Individual with Disability		ADA Paratransit (door-to-door)	\$1.00
Non-ADA Demand Response Services for Elderly/Disabled			
Elderly/Disabled		Non-ADA Door-to-Door	\$1.00
Non-ADA Demand Response Service for General Public			
General Public		Non-ADA Door-to-Door	\$5.00
Non-Emergency Medical Transportation (NEMT)			
Individual with a Disability		NEMT	\$7.50
Senior Citizen		NEMT	\$7.50
General Public		NEMT	\$15.00

- 7) The days and hours of the service may be altered by the CITY by giving the PROPOSER a minimum of seven (7) days written notice of the revised days.
- 8) Any change in the service level shall be deemed “substantial” if the cumulative total of CITY service changes measured over a period of one (1) year results in a service level either more than 15% above or below the established bid service level.
- 9) Number and hours of vehicles in service may vary according to demand. The CITY shall approve the actual number of vehicles used and hours of service provided. There is fluctuation in demand for transit service in the DeKalb Urbanized Area. Table 8 shows monthly ridership in 2024.
- 10) The PROPOSER shall enforce rules and regulations for passengers that ensure a safe and comfortable ride for all passengers. Passenger removals and ride privilege suspensions will be in accordance with the CITY’S rules and regulations and applicable laws. The CITY shall provide written standards for processes for removal of passengers that are non-discriminatory. The CITY will work collaboratively with the PROPOSER to establish mutually satisfactory rules and regulations. Any complaints, lawsuits, or legal action regarding removal of passengers shall be the responsibility of the PROPOSER.

- 11) The CITY will make the final determination of suspension of a passenger from either system.
- 12) Bus Stop locations are established by the CITY. All designated stops along the route will be served. Bus operators are instructed to pick up at existing designated bus stops and drop off passengers at either existing designated bus stops or at locations along service routes deemed safe by the bus operator (courtesy stops within defined guidelines). The CITY is working to have all stops marked with either shelter or sign. Stops that have neither will still be considered valid stops. A list of all stops will be made available to the PROPOSER and each routes stops are located online <https://www.cityofdekalb.com/1521/Route-Timetables-and-Maps>.
- 13) The CITY has installed some transit shelters along the routes and may install additional shelters over the next several years. The PROPOSER will work collaboratively with CITY staff on bus shelter placement.
- 14) The PROPOSER shall be responsible for neatly posting or affixing and removing public notices such as detour or public meeting information provided by the CITY at transit shelters. The PROPOSER shall install the public notices within twenty-four (24) hours of being provided the information by the CITY or as otherwise required by the CITY. The PROPOSER shall remove public notices as promptly as possible once the notice is no longer applicable.
- 15) The PROPOSER will maintain two-way communication with all employees operating revenue and non-revenue vehicles.
- 16) A driver's handbook shall be provided by the PROPOSER to each driver indicating operating policies, safe driving techniques, passenger relation protocols and other information to provide a safe, efficient, and reliable bus system with an emphasis on a high level of customer service for each system. Some portions may be used for both while other parts will deal specifically with either Fixed Route or Paratransit services. The PROPOSER will provide a copy to the CITY with changes to the manual as it is revised throughout this agreement.
- 17) The PROPOSER shall retain all written and electronic driver logs throughout the period of performance under this contract and for five years after the end of the contract and shall permit the CITY to inspect these logs at any time.
- 18) The PROPOSER shall, in consultation with the CITY, make available the use of transit vehicles for emergency preparedness exercises upon request by the CITY. The CITY in coordination with emergency preparedness organizations and police and fire, may utilize transit vehicles and equipment for area emergency first responder training, so that they can properly respond to emergency incidents involving public transportation vehicles.
- 19) In the event of a major natural emergency such as tornado, flood, earthquake, or man-made catastrophe, the PROPOSER shall make labor, management, transportation, and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from the CITY is intact, the PROPOSER shall follow instructions of the CITY. If the normal line of direct authority is broken, and for the period it is broken, the PROPOSER shall provide such emergency assistance following instruction from the City of DeKalb Police Department or Fire

Department. The CITY and PROPOSER shall work together to develop an emergency response plan. Upon the cessation of an emergency, as determined by the CITY the PROPOSER shall immediately resume normal transit operations as required under the Contract.

- 20) The PROPOSER shall maintain detailed records of all costs, including hours, fuel, other materials, and personnel associated with the emergency assistance during man-made or natural disasters.
- 21) The PROPOSER shall provide up to 50 hours per year of staff time participating in emergency preparedness drills and exercises, and emergency assistance included in the base bid set forth in the Contract. Any billing for emergency assistance during a man-made or natural disaster shall be separate.
- 22) The PROPOSER'S General Manager or designee shall attend meetings as requested by the CITY where transportation issues are discussed, such as: Weekly and Monthly Transit staff meetings and City Council meetings. Compensation for attendance at these meetings shall be included in the base bid.
- 23) The CITY is in initial stages of negotiations for Fixed Route and Paratransit software packages. If they are not in place at the start of this contract, the PROPOSER shall provide a real-time bus location application, and an internet-based interface for internal and external use, which allows CITY, and customers to see the current location of all buses on fixed routes and indicates if the buses are "on time" or "late". This application must be capable of operating on smartphones, and text messaging for customers not using a smartphone. The application must have the ability to post alerts for last minute changes, updates, etc. In addition, the PROPOSER shall also provide software for Paratransit scheduling for passenger trips. The software shall allow an existing database to be imported from current platform, Ecolane, or CITY determined paratransit platform. Software should be able to allow or provide data fields for:
 - A. Full identification including gender, address, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and third-party contract payee options, and a space for client or location notes. Additionally, the system shall permit assignment of various demographic codes, such as elderly, youth, etc.
 - B. System shall be capable of tracking trip purpose for each trip with user customization possible in terms of defining various trip purposes.
 - C. Real Time/Trip reservations
 - a. Real Time Trip Details Entry: System shall permit trip booking while transit personnel are on the phone with the client/customer. The system must be capable of processing both subscription (standing order) and demand response trips in this manner. The system shall be capable of processing, scheduling and dispatching same day trip orders without the need for manual intervention from users.
 - b. The system shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using the client's last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will have the capability to automatically populate the reservation

screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified. Pop-up windows or list boxes shall be used to display lists of clients for easy access and selection. Once selected, pertinent data from the client database file shall be accessible to the reservation clerk, either through the on-screen display or pop-up window.

D. Scheduling

- i. System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage OTP, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips to the MDT's.

E. Reporting

- a. Standard Reports: Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD contractual, and state requirements. The software system shall support real-time web-based operational supervision and on-time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc.
- b. System shall also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e. monthly reports on revenue and dead head hours and miles sent to an email address of the user's in an excel file.

Examples of contractual reports that will be used or developed as part of this proposal are:

- Late trips
- RPH
- Missed Trips
- Service hour
- Service Hours by funding source
- Revenue service miles
- Deadhead
- OTP
- Ridership by funding source

24) The General Manager shall have experience as a General Manager or Assistant General Manager in similar bus operations. The CITY reserves the right to approve the PROPOSER'S proposed and successive management personnel. The person(s) serving in management shall not perform any other duties for PROPOSER, being solely dedicated to management of CITY transit operations unless CITY provides written authorization to work on other projects. The PROPOSER must receive approval for the transfer of management personnel from this project to another.

25) The PROPOSER shall have adequate management staff to provide supervision of employees to ensure a safe, efficient, and reliable bus service.

- 26) The Maintenance Manager shall have successful experience managing the maintenance of a transit or truck fleet of similar size and complexity.
- 27) Any management personnel assigned to this project must remain in that position for a period of one (1) year unless the CITY asks the PROPOSER to remove such manager(s). If for reasons other than a personal termination (voluntary resignation of employment with the PROPOSER) or emergency, any managers that leave prior to this date, the CITY at its sole discretion, may immediately assess a penalty equal to one and a half (1½) times the manager's monthly salary for all remaining months in the contract, collected through a reduction in payment owed the PROPOSER in the next invoice cycle, or as otherwise agreed upon. All voluntary terminated management personnel shall not be re-employed with the PROPOSER or its parent or subsidiary companies or organizations. Any personnel assigned to fill open management positions on a temporary basis must meet the qualifications as stated in the scope of work for a permanent manager or have similar experience as determined by the CITY.
- 28) If for any reason a management position is left open or not permanently filled with a qualified full-time manager approved by the CITY for more than sixty (60) days, a penalty equal to the manager's monthly salary may be immediately assessed by the CITY and collected through a reduction in payment owed the PROPOSER in the next invoice cycle, or as otherwise agreed to at the CITY's discretion. Such liquidated damages may continue to be assessed for each subsequent month in which no permanent manager is designated.
- 29) It is the intention of the CITY to develop a cooperative relationship with the PROPOSER. If problems occur, the CITY, and PROPOSER will work together to resolve them quickly and in a manner that provides the best service for our passengers. In general, liquidated damages will only be imposed after the PROPOSER has had opportunities to make corrections and failed to meet the needs of the CITY.
- 30) Liquidated damages shall be deducted automatically by CITY from the invoice for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages.
- 31) Liquidated damages and the formula therefore shall be specifically described in the contract between the CITY and PROPOSER (see Exhibit 3).

On-Time Performance

- 1) For all fixed routes, the route shall be considered "on-time" if it is not more than five minutes (95% OTP) later than or more than 30 seconds earlier than that of the posted schedule time. The PROPOSER will maintain data on the percentage of all trips provided showing the "on-time" of each trip. The PROPOSER shall notify the CITY of consistently late trips within five days of a consistent pattern. The PROPOSER and the CITY will work collaboratively to resolve consistently late or overloaded trips.
For Paratransit The CITY standard for "on-time" is a 10-minute window before and after the scheduled pick up time. PROPOSER shall have sufficient resources so that 95% of all paratransit trips are picked up within the 20-minute window. On-time performance can be waived in adverse weather conditions and natural or man-made disasters as determined by the CITY.

- 2) The PROPOSER and the CITY will work collaboratively to adjust public timetables and determine any route modifications to adequately meet service demands when needed.
- 3) The PROPOSER shall provide a quality control plan that demonstrates a strategy for managing and monitoring overall operational performance. The plan shall include tracking of key performance metrics such as on-time performance. Specifically, the plan shall incorporate a monthly "on-time" performance report including the on-time performance for each route. This report should be provided within 30 days of the end of each month. This information shall also be available on demand as requested.

Customer Service Performance and/or Complaints

- 1) Employees of the PROPOSER who normally and regularly come into direct contact with the public and/or City employees shall be clearly identifiable by, but not limited to, individual uniforms with name badges, name tags or identification cards approved by the City.
 - a) Uniform pants should be black slacks or black jeans/khakis/Dockers. Shorts will be allowed based upon an agreed time when the weather is suitable. Shorts will not be shorter than the top of the knee when standing and should be of the same material as the uniform pants.
 - b) Uniform shirts shall be long sleeved or short sleeved and will be a single color (agreed upon with the CITY) with no patterns and will have the **Public Transit Division logo** on the right sleeve near the shoulder and the PROPOSER company logo on the front left side of the shirt above the location of a normal pocket.
 - c) No other items of clothing (jackets, hats, scarves etc.) should have the CITY or Public Transit Divisions logo on it unless approved in writing from the CITY
 - d) Uniform standards will not allow any other organizations logos to be added to the uniform, either as a stitched, iron-on, pinned or otherwise attached piece.
 - e) If any PROPOSER employee transfers, resigns, is terminated or in any way is no longer an employee for the CITY location, all items that have the Public Transit Divisions logo will be Collected by the PROPOSER.
- 2) The PROPOSER shall assure that its personnel serve the public and/or City employees in a courteous, helpful, fair, and impartial manner.
- 3) The PROPOSER shall submit a plan for managing and monitoring customer service performance for all aspects of the operations. The plan shall be updated on a regular basis. A significant component of the plan will involve managing complaints and should consider the following requirements:
 - a) The PROPOSER and CITY staff shall implement a complaint/incident monitoring system within the first month of the implementation of this agreement. This system should monitor all complaints, including but not limited to on-time performance, service delivery, Title VI, ADA, and Disadvantaged Business Enterprise complaints and any Civil Rights complaints. The monitoring process should clearly identify the required monitoring duties of both the CITY and PROPOSER staff. Civil Rights complaints shall be relayed to the Transit Manager by the next business day after receipt by the PROPOSER.
 - b) Civil Rights complaints, Title VI complaints, grievances, or other complaints relating to the employment relationship between the PROPOSER and its employees are the responsibility of the PROPOSER.
 - c) In order for complaints to be most useful, the name, address, and telephone number (or email address) of the complaining party shall be provided. For customers who have intellectual, emotional, or physical limitations that inhibit their ability to provide such information, a

contact person familiar with the complainant shall be an acceptable reporter of the complaint.

- d) Anonymous complaints will be received and logged into the overall complaint process reporting system. While anonymous complaints will be of limited value for evaluating an issue, investigations may be warranted based upon the content of anonymous complaints. Some complaints may be received through social media and, if lacking contact information about the complaining party, should still be evaluated appropriately based on the nature of the complaint. The CITY and PROPOSER's staff shall hold all complaints received in strict confidence except to the extent required by applicable laws.
- e) The PROPOSER's staff will investigate and resolve all complaints for which the PROPOSER is identified as the responsible investigator within five (5) working days. A written response (email or letter) will be provided to the complainant. The written response will contain the following information as appropriate:
 - i) A copy of the initial complaint;
 - ii) If the problem has been resolved, a description of the resolution;
 - iii) If the issue is still being investigated, an estimate of the additional time needed for further investigation;
 - iv) If the issue cannot be resolved, documentation shall be provided as to why the issue cannot be resolved;
 - v) If the investigation reveals that the complaint has no merit, documentation shall be provided.
- f) A record of complaints shall be maintained and submitted to the CITY staff on a monthly basis and on demand as needed.

PROPOSER Staff

- 1) General Manager
 - a) The selected PROPOSER shall designate a General Manager who shall oversee the day-to-day operation of the service. This position shall be a full-time, 1.0 FTE position, within the selected PROPOSER's organization. The General Manager submitted by the PROPOSER must be the individual who will actually serve as the on-site General Manager should the contract be awarded to that firm. Should the firm propose to provide a General Manager other than the individual named in the proposal after contract award, the CITY retains the right to disqualify that PROPOSER and offer the contract to another qualified proposer.
 - b) The selected PROPOSER shall be free to assign other non-project related duties to the General Manager during the person's tenure on the project. These duties, however, shall be secondary to the principal role of managing this service and shall not interfere in any manner with the duties of managing the scope of services described herein.
 - c) During periods of personal leave (e.g., vacation leave, sick leave, etc.), the selected PROPOSER shall designate other personnel who will perform the duties of the General Manager in the person's absence.
- 2) Dispatch and office staff
 - a) The selected PROPOSER shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the provision of safe, efficient, and reliable service. PROPOSER shall also supply staff related to fixed route Bus Operations Center ("BOC") monitors to track route performance, takes calls from the general public regarding transit inquiries, provide customer service, and support

PROPOSER's fixed route road supervisory operations. The selected PROPOSER will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. PROPOSER will present an organization chart with the number of full and part time people planned for this contract. PROPOSER shall also supply staff related to paratransit dispatch that provides customer service through the dissemination of information via telephone inquiries, handles reservations/cancellations and negotiate trips for clients; inputs client/service data into a computer base and generates reports; receives and records customer complaints/compliments, monitors system radios back up support for dispatch, and contacts clients regarding changes in scheduling of trips. The selected PROPOSER will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. PROPOSER will present an organization chart with the number of full and part time people planned for this contract.

- b) PROPOSER Bus Operations Center (BOC) personnel and Paratransit dispatcher(s) are to be available on a daily basis. The PROPOSER shall ensure that BOC remains on-duty from 30 minutes prior to the time the first vehicle leaves the facility and until 7:00p Monday through Friday and until 5:00p on weekends. The PROPOSER shall ensure that there is a Paratransit dispatcher available whenever paratransit operators are in revenue service.
 - c) During all times when vehicles are on the road providing service under this contract, the selected PROPOSER will staff the office with at least one supervisor trained to perform radio-dispatching functions; answer telephones; and respond to emergencies; carry passengers when necessary; conduct reasonable suspicion drug and alcohol testing; and, other similar supervisory duties.
- 3) Driver Qualifications and Training
- a) The selected PROPOSER agrees that it will not allow any person to drive a vehicle whose character and abilities to safely operate the vehicle are not of the highest level, or whose conduct might in any way expose any passenger to any impropriety of work or conduct whatsoever, nor shall the selected PROPOSER allow any person to drive a vehicle who is not at the time in a condition of mental, physical, and emotional stability.
 - b) The responsibility for hiring and discharging personnel in respect to this contract shall rest entirely upon the selected PROPOSER, and the selected PROPOSER agrees that it shall not enter into agreement or arrangement with any employees, persons, groups or organizations which may in any way interfere with the selected PROPOSER's ability to comply with this requirement.
 - c) The selected PROPOSER shall screen all driver candidates to ensure that the selected PROPOSER'S standards are applied. Under no condition will an applicant be accepted as a driver for this program if the person has been convicted of any felony, any sex crime or crime involving any sexual misconduct, any hate crime, any crime targeting any person based on their demographics or any protected classification (including but not limited to any crime which was charged with any aggravating factors based upon the demographics or protected classification of any victim thereof including but not limited to race, age or gender), any crime resulting in a requirement of registration as a registered sex offender, any felony or misdemeanor involving the driving or operation of a motor vehicle, any crime relating to the operation of any form of motorized vehicle while under the influence of any intoxicant, or any felony or misdemeanor involving the possession or consumption of any illegal drug, cannabis, or alcohol. The selected PROPOSER shall be responsible for undertaking a full and

- comprehensive background check to confirm compliance with the foregoing standards, at its sole expense. In no event shall selected PROPOSER permit any person to operate any of its vehicles with passengers therein if such person has not completed a full background screening and demonstrated compliance with the foregoing requirements.
- d) Nothing in these Contract Documents shall inhibit the selected PROPOSER'S right to negotiate more stringent employment conditions.
 - e) All drivers shall receive initial driver training through appropriate training programs and show proof of successful completion of training.
 - f) Drivers will receive continuing education and ongoing training in areas such as defensive driving, rider satisfaction, sensitivity training, etc. on a recurring basis and selected PROPOSER will maintain records of the programs and driver attendance and understanding of the continuing education programs.
 - g) All drivers and supervisors are required to possess and maintain the following:
 - i) Valid Illinois Driver's License with appropriate class recognition and endorsements necessary to operate public transit vehicles.
 - ii) United States Department of Transportation Medical Card.
 - h) The CITY may require that any driver be removed from transporting City customers for unprofessional behavior, excessive complaints, excessive or severe preventable accidents, or other inappropriate behavior or appearance.
- 4) All staff employed by the selected PROPOSER in fulfilling this agreement shall be considered employees of the selected PROPOSER and not the agents, servants or employees of the CITY.
- 5) The CITY retains the right to review PROPOSER's personnel policies and the list of personnel assigned to the CITY's contract. Proposed changes in key personnel incumbents shall be subject to review and approval by CITY.

Reporting Requirements

- 4) The selected PROPOSER will be responsible for implementing a record keeping and reporting system. This system will be compliant with National Transit Database and IDOT reporting requirements and will submit required reports in a timely basis. The PROPOSER will be responsible for providing any information required to the CITY. With permission of the CITY, the PROPOSER may file reports directly with the oversight agency but will still need to provide copies to the CITY.
- 5) PROPOSER shall submit various reports as requested by the CITY. Format of reports shall be defined upon agreement approval. These reports shall be able to be broken down by date ranges, bus routes, funding sources, vehicles, fixed route, demand response, etc. The statistics maintained shall include, but not limited to:
- a) Paratransit Operating Statistics: operating days; one-way trips; daily route passenger totals; daily driver assignment; passenger totals; total passengers; revenue service; deadhead and non-revenue hours; deadhead and non-revenue miles; passengers per revenue-hour; revenue miles per revenue hour; passengers per revenue mile; and passengers per service hour.
 - b) Fixed Route Ridership Statistics: Bus Stop boardings & alighting's by acceptable sampling methodology and average trip distance per rider, to include number of passengers by route by day, to include total daily and monthly ridership for the system.
 - c) Other Reporting Statistics that may be required by IDOT; NTD; and the FTA.

- d) The PROPOSER can submit additional reports, developed by the PROPOSER, that will enhance the CITY's understanding of the efficiency and effectiveness of the bus service.
- 6) On a monthly basis, the PROPOSER shall prepare a Monthly Data Reports for each service, which shall be submitted to the City with the monthly invoice on or before 5 p.m. of the seventh calendar day of the following month. The Monthly Data Reports shall include the monthly operating data indicated below and, at a minimum, the following additional reports:
- Total driver hours by service type (both)
 - Total vehicle hours by service type (both)
 - Total vehicle miles by service type (both)
 - Revenue hours by service type (both)
 - Revenue mileage by service type (both)
 - Deadhead miles by service type (both)
 - Deadhead hours by service type (both)
 - Total passengers by service type, by fare type (both)
 - Missed service by run with reason for missed service (both)
 - Accident / Incidents (both)
 - Employee injuries / assaults (both)
 - Complaints (both)
 - Missed trips (when the vehicle arrives outside of the pickup window and the rider does not accept the ride) (Para)
 - Trip Denials for Paratransit Services
 - No-Shows for Paratransit Services
 - Cash fares by Paratransit Service
 - On-Time Performance by Service Type (both)
 - Preventive Maintenance Inspections (both)
 - Vehicle Failures by Route/Service (road calls while in revenue service) (both)
 - NTD S&S-50 report (both)
 - Community Engagement (both)
 - Other operating data as requested

Telecommunications (Paratransit Only):

- Calls Received
- Calls Answered (Number and % of total received)
- Calls Abandoned (Number and % of total received)
- Average wait time for answered calls (Total, peak/off peak)
- Average wait time for abandoned calls (Total, peak/off-peak)
- Maximum wait time for answered calls
- Maximum wait time for abandoned calls
- Average call time (duration)

The PROPOSER shall complete and keep records (for the duration of this agreement) of the following reports:

- Daily Vehicle Inspection Report (DVIR) including wheelchair lift/ramp failures
 - Preventive Maintenance Inspection (PMI) Reports
 - Road Call Report Card (while in Revenue Service; to include miles between mechanical road calls by category per NTD requirements)
 - Fuel usage per month per vehicle
 - Miles traveled per vehicle, per month
 - All information must be complete and accurate
- 7) The PROPOSER shall submit driver training schedules and preventative maintenance schedules when requested by the CITY.

- 8) PROPOSER may be required to register with the National Transit Database. The PROPOSER shall also coordinate with the CITY staff to submit the CITY annual NTD reports. The City of DeKalb is a full reporter to NTD. Information shall be reported to NTD through the City of DeKalb and PROPOSER may not have an NTD Reporter ID for urban paratransit service in the DeKalb, Illinois Urbanized Area.
- 9) PROPOSER will warrant the accuracy of this information; any discrepancies shall be at the PROPOSER's expense. All data collected by the PROPOSER shall be available upon request for audit and inspection by the City. Failure to provide data and information upon request may result in liquidated damages.
- 10) For Paratransit services the PROPOSER will provide daily passenger counts by fare type including passengers with disabilities, seniors age 65 and older, and general public by day. Data will be presented in the monthly report. For Fixed Route services the PROPOSER will provide a monthly passenger count by route and by stop.
- 11) For Paratransit The CITY standard for "on-time" is a 10-minute window before and after the scheduled pick up time. PROPOSER shall have sufficient resources so that 95% of all paratransit trips are picked up within the 20-minute window. On-time performance can be waived in adverse weather conditions and natural or man-made disasters as determined by the CITY.
- 12) The PROPOSER shall provide a quality control plan that demonstrates a strategy for managing and monitoring overall operational performance in preparation of submitting a Monthly Data Report to the City. The plan shall include tracking of key performance metrics, such as on-time performance, and other metrics that the PROPOSER currently uses.
- 13) PROPOSER shall perform NTD Surveys of sample trips as directed by the City. Unlinked Passenger Trips Sampling and Average Trip Length shall be conducted as prescribed by the applicable NTD Sampling manual or Regulation that is applicable.
- 14) PROPOSER may include additional reporting information that is standard in other paratransit systems they operate and will include that criteria in their submittal as an enhancement.
- 15) Payment to the PROPOSER may be delayed if the required monthly reporting data is not submitted in a timely manner.

Agency Oversight and Management

PROPOSER performance pursuant to this procurement will be managed by the CITY staff and PROPOSER staff as necessary. CITY personnel will, among other responsibilities, conduct unannounced audits of PMI performance, monitor the adequacy and conduct of repairs, approve major rebuilds, monitor warranty administration and repairs, and conduct unannounced pull-out inspections at least once per quarter.

City Owned Vehicles and Equipment

- 1) The PROPOSER will provide all equipment to provide the services defined in this contract with the exception of equipment and vehicles listed in Tables 2 and 3 below. No bus may be older than 15 years, without an expressed written agreement with the CITY. The City is in the process of procuring replacement and expansion Fixed Route buses as reflected in Future Procurements table 3 below. As the City purchases equipment for transit service through FTA grants, IDOT grants, or local funds, this contract will be modified to include provisions for the operation and maintenance of CITY owned equipment. The PROPOSER will reduce the cost of their fleet charges from the monthly fixed service fee as CITY-owned buses replace PROPOSER-owned buses.
- 2) For the Fixed Route service, thirty-five (35) foot low floor (European style), heavy duty, two or three door buses are acceptable in this contract.
- 3) For the Fixed Route service, buses shall be a maximum of 35 feet in length. Buses shall be able to make all turns on the routes without damaging curbs, sidewalks, or turf. PROPOSER will reimburse CITY for any damage to public facilities or roadways caused by PROPOSER's vehicles.
- 4) Buses shall be equipped with a "kneeling" feature to lower the front step when needed for passengers who have difficulty boarding the standard step height. Buses shall kneel at every stop prior to boarding passengers. Buses shall be equipped with a working Mobility aid ramp or lift for passengers who have difficulty boarding the standard step height or are utilizing a mobility device (Wheelchair, walker, etc.) and lift must be used when requested from any passenger.
- 5) The PROPOSER will submit the required information for FTA Transit Asset Management.
- 6) Vehicles shall be painted or wrapped in a design acceptable to the CITY and shall be identified as Huskie Line vehicles. Owner identification will be in an acceptable size and location as determined by the CITY and the PROPOSER.
- 7) A Lease Agreement shall be prepared and executed for all City owned equipment and vehicles leased to the PROPOSER for the provision of public transit. The Lease Agreement shall include:
 - a) Listing of all available equipment being leased;
 - b) Date of purchase of each leased item;
 - c) Original cost of each leased item;
 - d) Cost of the lease for each leased item;
 - e) Estimated useful life of each item;
 - f) Estimated replacement date of each item;
 - g) Policy of disposition once each leased item has surpassed its useful life; and
 - h) Any additional information required by FEDERAL, STATE, and CITY officials.
- 8) PROPOSER shall have access to city vehicles after October 6, 2025 for inspection and review of maintenance records.
- 9) All vehicles used by PROPOSER in the performance of services under the contract pursuant to this RFP shall be less than 15 years in age, without an expressed written agreement with the CITY. All such vehicles shall be maintained in good, safe and workmanlike condition at all times, in accordance with all applicable legal standards and regulations applicable to vehicles (and transit

vehicles) operated on public roadways. PROPOSER shall provide a written preventative maintenance policy and program for the bus fleet used in the performance of services under this RFP. In addition, PROPOSER shall provide a written policy outlining the daily cleaning and disinfection protocol for the interior and exterior of the bus fleet, as well as a policy for addressing mid-route cleanup due to any hazardous conditions, bodily substance discharges or other unexpected conditions. Such written policy shall specify a blood borne pathogens protocol in compliance with applicable federal and state laws.

- 10) The PROPOSER will maintain the buses in a clean, safe, and attractive condition in order to promote a welcoming and inviting environment to promote ridership. Buses should be replaced with new units on a reasonable cycle to promote the attractiveness of the mass transit option for the community and the image of the transit system. No bus may be older than 15 years, without an expressed written agreement with the CITY.
- 11) Support vehicles will be provided by the PROPOSER. All vehicles shall be maintained in good, safe and workmanlike condition at all times, in accordance with all applicable legal standards and regulations applicable to vehicles (and transit vehicles) operated on public roadways. PROPOSER shall provide a written preventative maintenance policy and program for the bus fleet used in the performance of services under this RFP. In addition, PROPOSER shall provide a written policy outlining the daily cleaning and disinfection protocol for the interior and exterior of the bus fleet, as well as a policy for addressing mid-route cleanup due to any hazardous conditions, bodily substance discharges or other unexpected conditions. Such written policy shall specify a bloodborne pathogens protocol in compliance with applicable federal and state laws.
- 12) Separately, without regard to the contents of the policies, PROPOSER shall be obligated to maintain the bus fleet in top mechanical condition, in full compliance with legal standards and best management practices, at all times, and shall similarly be required to keep the interior and exterior of the bus fleet clean, sanitary and attractive at all times. The failure to maintain the bus fleet shall be grounds for imposition of liquidated damages as a violation of the minimum standards of the Agreement.
- 13) Buses still in warranty will be processed by the PROPOSER to recover any eligible warranty claims. Any monies received from warranties will be collected and utilized by the CITY for transit expenses.
- 14) Damaged vehicles due to accidents shall be promptly repaired by the PROPOSER or sub-PROPOSERS. A daily vehicle repair log must be kept by PROPOSER. All body and glass damages are the sole responsibility of the PROPOSER and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the CITY contact that will make the determination. Consistent with CITY standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed. If a vehicle is destroyed and the PROPOSER is at fault, the PROPOSER shall be required to pay the remaining federal share of the vehicle to the CITY. All and any damage caused by PROPOSER shall be repaired by PROPOSER at the PROPOSER's cost.
- 15) The PROPOSER will provide a facility that is adequate to maintain the bus fleet, preferably with operational diesel and gasoline fueling station and related equipment, within five miles of the City

limits of the City of DeKalb. PROPOSER shall assume all liability for fuel storage (CITY purchased fuel) and dispensing procedures and shall engage in all fuel related activities in a fashion compliant with applicable laws. If the PROPOSER is unable to provide onsite fuel storage, fuel can be purchased at an off-site location. All fuel purchases made at an off-site location must be reconciled with a copy of a receipt to the CITY. Fuel purchases submitted to the CITY without receipts will be non-reimbursable.

- 16) No commercial advertising will be allowed on the exterior or interior of any vehicle without prior CITY approval. PROPOSER may be required to post CITY approved flyers inside the buses. Any revenues received from advertising will be collected by the CITY.
- 17) PROPOSER must post any fliers or notifications on every bus which are mandated by federal and state public transit regulations and shall be provided by the CITY.
- 18) All maintenance and repairs of vehicles shall be in accordance with City specified standards (i.e., in accordance with original manufacturer's specifications), whether performed by the PROPOSER or authorized subcontractors. Maintenance of City equipment shall be done at a time that will ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the service day.
- 19) The PROPOSER shall maintain vehicles in such a way as to, at all times, protect the City's investment. This requires prompt response to ensure that repairs are done at the point where they will require the least expenditure. The PROPOSER shall consult with the CITY prior to performing significant repairs on any vehicle within 12 months of the end of their useful life.
- 20) The PROPOSER and CITY staff shall conduct a quarterly inspection of all CITY owned vehicles and equipment.
- 21) Northern Illinois University retains the rights to the brand name "Huskie Line". PROPOSER may use the brand name only with permission of NIU. Unless specifically authorized in writing by the UNIVERSITY on a case-by-case basis, the vendor or financial entity or service provider shall have no right to use, and shall not use, the name of Northern Illinois University, its officials or employees, or the seal or marks of the University in advertising, publicity, or promotion; nor to express or imply any endorsement of PROPOSER supplies or services.
- 22) PROPOSER is responsible for towing and any costs incurred for recovery actions necessary for PROPOSER-operated and maintained vehicles with mechanical difficulties that render them out of service
- 23) The PROPOSER shall be liable for the cost of replacing any CITY-provided vehicles and/or equipment damaged beyond use as a result of the PROPOSER'S negligence (e.g., removal of parts without authorization, etc.).
- 24) The PROPSER shall return all CITY equipment to the CITY at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. The PROPOSER shall be liable for the cost of repairing or replacing any physical or mechanical damage, and related expenses, caused by the PROPSER'S negligence and not caused by the RTA.

City of DeKalb Equipment – Table 2

Item	Year Purchased	Make and Model	Owner	Total Number
Vehicle Radios	2011	HDM 150	City of DeKalb	21
Radio Base	2011	Astron	City of DeKalb	1
Handheld Radio	2011	HDP 150	City of DeKalb	2
Wireless Mobile Column Lifts	2013	Stertil-Koni 18,000 Pound Capacity	City of DeKalb	4
A/C Machine	2016	Robinair 17800B	City of DeKalb	1
Salt Spreader	2018	Western Tornado Poly Hopper Spreader	City of DeKalb	1
Tablets	2024	Samsung Galaxy Tab A9+ 5G	City of DeKalb	50
Cellphones	2024	Galaxy A15 5G	City of DeKalb	6

City of DeKalb Vehicles – Table 3

Count	Fleet Number	Year	Make	Model	Mileage	VIN Number	Purchase Cost	Useful Life (Yrs)
1	MV16	2017	Dodge	Minivan	138,545	2C7WDGBG3HR797933	\$38,034	5
2	MV18	2017	Dodge	Minivan	136,866	2C7WDGBGXHR797928	\$38,034	5
3	53	2017	Ford	Cutaway Medium Duty	184,165	1FDDE4FS6HDC71009	\$58,167	8
4	54	2017	Ford	Cutaway Medium Duty	197,299	1FDDE4FS4HDC71011	\$58,167	8
5	55	2017	Ford	Cutaway Medium Duty	174,810	1FDDE4FS5HDC71017	\$58,167	8
6	56	2017	Ford	Cutaway Medium Duty	166,774	1FDDE4FS6HDC70992	\$58,167	8
7	57	2017	Ford	Cutaway Medium Duty	199,463	1FDDE4FS5HDC71003	\$58,167	8
8	58	2017	Ford	Cutaway Medium Duty	178,414	1FDDE4FS7HDC70970	\$58,167	8
9	61	2017	Ford	Cutaway Light Duty	165,199	1FDEE3FS3HDC77825	\$54,708	7
10	62	2017	Ford	Cutaway Light Duty	174,569	1FDEE3FS1HDC77810	\$54,708	7
11	63	2017	Ford	Cutaway Light Duty	181,506	1FDEE3FS0HDC77815	\$54,708	7
12	64	2017	Ford	Cutaway Light Duty	167,068	1FDEE3FS4HDC77817	\$54,708	7
13	65	2017	Ford	Cutaway Light Duty	166,667	1FDEE3FSXHDC77823	\$54,708	7
14	66	2019	Ford	Super Medium Duty	121,761	1FDAF5GY5KDA16150	\$97,945	9
15	67	2019	Ford	Super Medium Duty	140,347	1FDAF5GY5KDA11384	\$97,945	9
16	68	2019	Ford	Super Medium Duty	132,413	1FDAF5GY5KDA13856	\$97,945	9
17	MV20	2024	Chrysler	Minivan	339	2C4RC1FG6RR197607	\$71,502	5
18	125	2025	Ford	Cutaway Medium Duty	300	1FDDE4FN4SDD26056	\$119,978	8
19	225	2025	Ford	Cutaway Medium Duty	311	1FDDE4FN5SDD16331	\$119,978	8
20	325	2025	Ford	Cutaway Medium Duty	295	1FDDE4FN9SDD15909	\$119,978	8

Revenue Vehicles	Amount
Minivans:	3
Light Duty Vehicles:	5
Medium Duty Vehicles:	9
Super Medium Duty Vehicles:	3
Heavy Duty Vehicles:	0
TOTAL	20

Minivans do not have camera system or radios installed.

Planned Expansion Vehicles

Vehicle Description	Quantity	Status
Fixed Route Gillig Medium Bus (25-35 pass) Diesel	5	On Order - Expected Delivery Mid to Late 2026
Fixed Route Gillig Medium Bus (25-35 pass) Hybrid	1	On Order - Expected Delivery Mid to Late 2026
Paratransit Medium-Duty (14-pass)	3	Pending Funding Approval
Paratransit Mini-Van	1	Pending Funding Approval
Fixed Route Gillig Medium Bus (25-35 pass) Diesel	2	Pending Funding Approval
Fixed Route Gillig Medium Bus (25-35 pass) Hybrid	3	Grant Funding Applied For

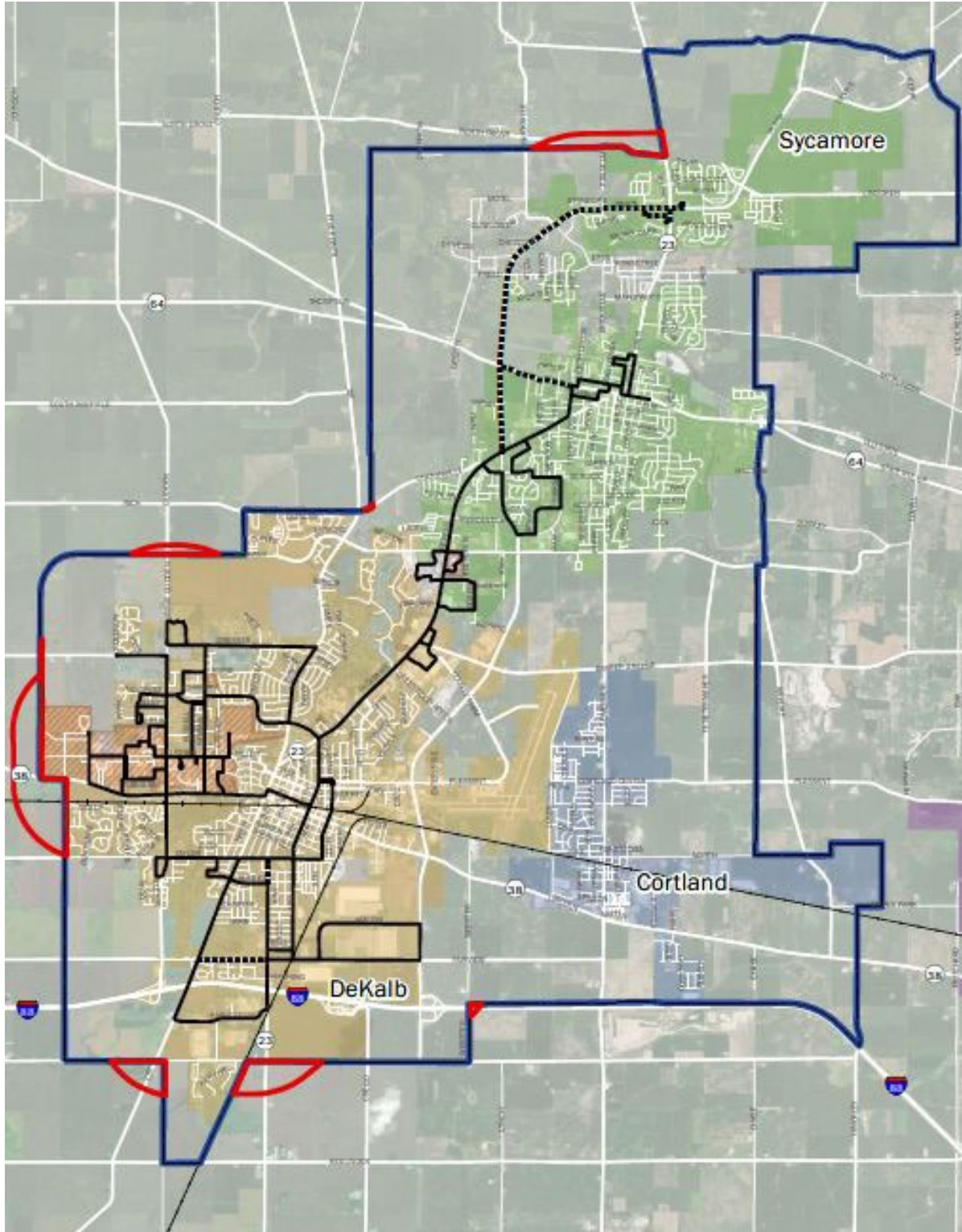
Description of Existing Service – Table 4

- 1) Ridership statistics as illustrated identify the current ridership statistics for the DeKalb urbanized area. The PROPOSER may anticipate that service area, number of fixed routes, and frequency of trips on current routes may increase during the period of the agreement.

Service Type	Description of Service
Fixed Route	City of DeKalb Public Transit operates 11 fixed routes within The DeKalb Urbanized Area (UZA) including the City of DeKalb, City of Sycamore, portions of DeKalb County, Northern Illinois University, and the Town of Cortland. Routes run Monday - Friday, 7:00 AM – Midnight with two overnight routes. All weekday routes operate on half-hour headways. Saturday routes operate on one-hour headways.
Dial-A-Ride	Dial-A-Ride was developed to replace the low ridership areas in Cortland and Sycamore. Riders need to call 24-hours in advance of the trip and can be connected to other fixed routes within the system. This option was implemented to streamline service and is planned to be replaced by Micro Transit service.
Door-to-Door Paratransit Service	ADA Paratransit service that operates within the DeKalb Urbanized Area or within 3/4 of a mile of a fixed route bus line. Paratransit service will operate the same schedule as the fixed route bus service. Eligibility and fare requirements for this service will be set by the City.
Door-to-Door Paratransit Service for Non-Emergency Medical Transportation	Non-Emergency Medical transportation service provided to locations outside of the DeKalb Urbanized Area within a 35-mile radius. No more than two revenue vehicles to operate at a time. Hours of service, eligibility and fare requirements for this service will be set by the City.

Service Area – Table 5

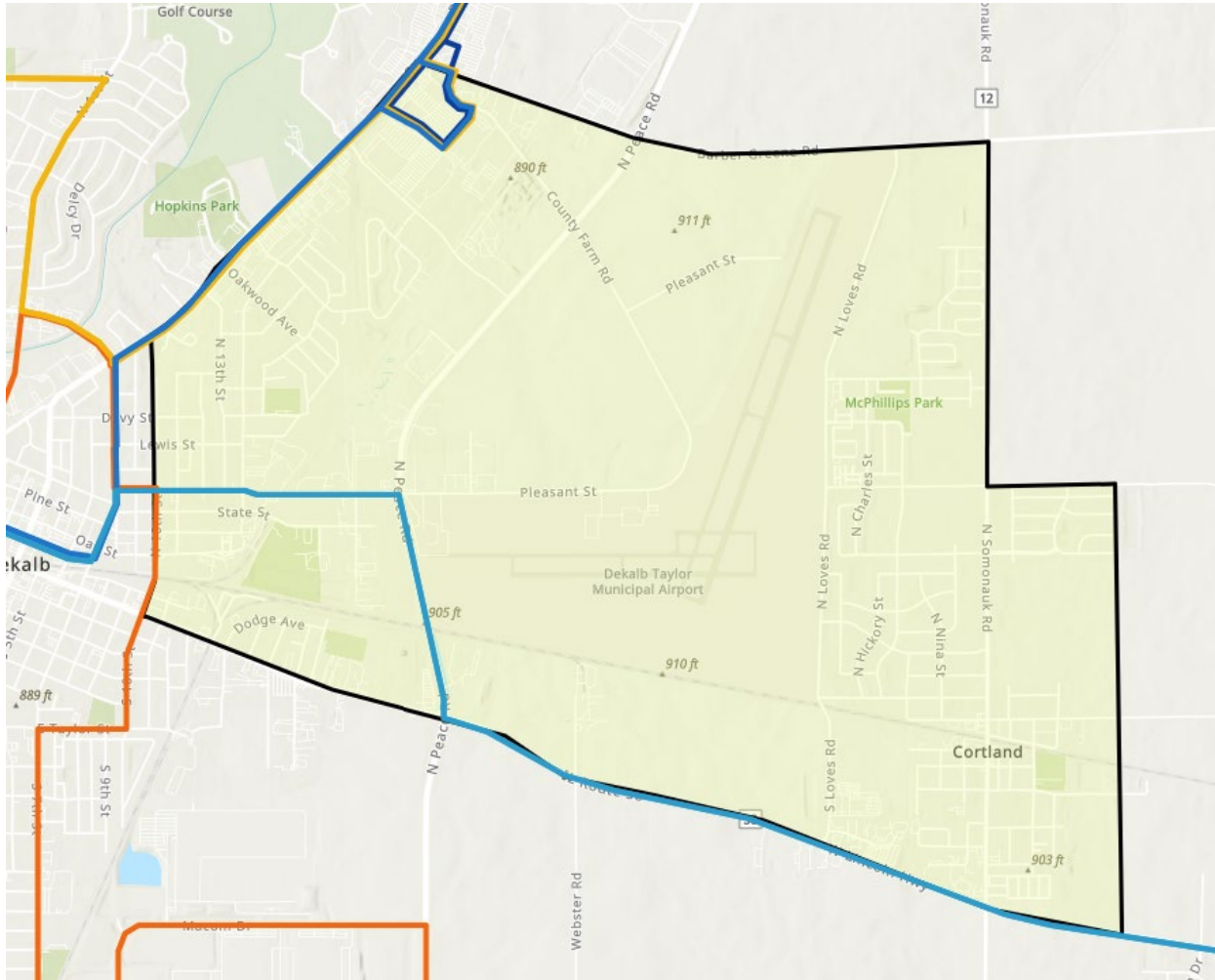
Blue line represents the DeKalb Urbanized Area boundary. Red lines represent areas outside of the Urbanized Area that are eligible for paratransit service because they are within $\frac{3}{4}$ of a mile of a fixed route. All Urban Paratransit service must BEGIN AND END within the Urbanized Area.



Dial-a-Ride Service Area – Table 6

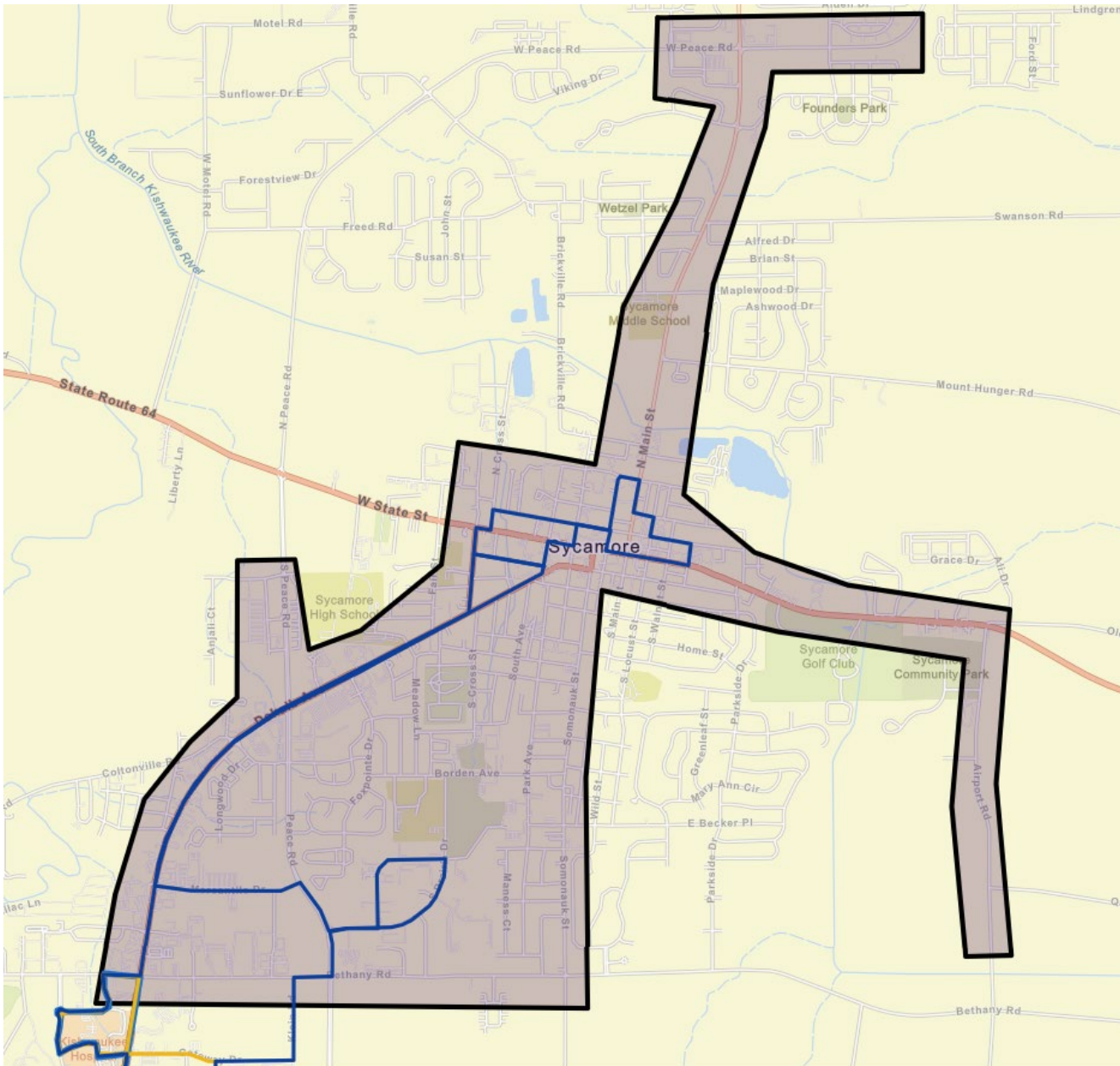
The boundaries of the Cortland and southeast DeKalb Dial-a-Ride Service Area are:

- 10th St. DeKalb between Lincoln Hwy. (Rt. 38) and Sycamore Rd. (Rt. 23)
- Sycamore Rd. between north of 10th St. and Barber Green Rd.
- Barber Green Rd. between Sycamore Rd. and Somonauk Rd.
- All Incorporated Areas of the Town of Cortland.



The boundaries of the Sycamore Dial-a-Ride Service Area are:

- North of Bethany Rd between Somonauk St and DeKalb Ave (Rt 23)
- 3/4 mile west of DeKalb Ave (Rt 23) to 3/4 mile east of Somonauk St (Meijer's grocery will be included in this area)
- 3/4 mile on either side of W State St between Fair St and Airport Rd
- 3/4 mile either side of Airport Rd to Quigley Rd.
- 3/4 mile either side of N Main St between W State St and Plank Rd (Peace Rd) to include Jewel-Osco and Center for Family Health.



Route Days and Hours of Service – Table 7

Full Service

Service Days

Route	Primary Frequency (Minutes)*	Service Days	Primary Span*	Weekday Daytime	Weekday Evening	Overnight	Weekend
2L	10	M, T, W, Th, F	7:00 AM - 12:00 AM	X	X		
	30	Sa	7:00 AM - 12:00 AM				X
	60	Su	7:00 AM - 10:00 PM				X
2R	10	M, T, W, Th, F	7:00 AM - 12:00 AM	X	X		
3	20	M, T, W, Th, F	7:10 AM - 9:10 PM	X	X		
10	20	M, T, W, Th, F	7:00 AM - 12:00 AM	X	X		
	30	Sa	7:00 AM - 12:00 AM				X
	60	Su	7:00 AM - 10:00 PM				X
11	60	M, T, W, Th, F, Sa, Su	12:00 AM - 7:00 AM		X	X	X
12	30	M, T, W, Th, F	5:37 AM - 12:00 AM	X	X		
	varied	Sa, Su	9:45 AM - 11:00 PM				X
16	30	M, T, W, Th, F, Sa	7:00 AM - 12:00 PM	X	X		X
	30	Su	8:30 AM - 10:00 PM				X
17	30	M, T, W, Th, F, Sa, Su	7:00 AM - 12:00 AM	X	X		X
18	30	M, T, W, Th, F, Sa, Su	7:00 AM - 12:00 AM	X	X		X
19	60	M, T, W, Th, F, Sa, Su	24 Hours	X	X	X	X
21	60	M, T, W, Th, F, Sa, Su	7:00 AM - 12:00 AM	X	X		X

*Some routes operate reduced service on Fridays while NIU is in session

NIU Break Service

Service Days

Route	Primary Frequency (Minutes)*	Service Days	Primary Span*	Weekday Daytime	Weekday Evening	Overnight	Weekend
2L	30	M, T, W, Th, F, Sa	7:00 AM - 12:00 AM	X	X		X
	60	Su	7:00 AM - 10:00 PM				X
10	30	M, T, W, Th, F, Sa	7:00 AM - 11:30 PM	X	X		X
	60	Su	7:00 AM - 9:30 PM				X
11	60	M, T, W, Th, F, Sa	10:00 PM - 7:00 AM		X	X	X
	60	Su	10:00 PM - 7:00 AM		X	X	X
12	120	M, T, W, Th, F	5:35 AM - 11:00 PM	X	X		
	varied	Sa, Su	9:45 AM - 9:00 PM				X
16	30	M, T, W, Th, F, Sa	7:00 AM - 12:00 PM	X	X		X
	30	Su	8:30 AM - 10:00 PM				X
17	30	M, T, W, Th, F, Sa, Su	7:00 AM - 12:00 AM	X	X		X
18	30	M, T, W, Th, F, Sa, Su	7:00 AM - 12:00 AM	X	X		X
19	60	M, T, W, Th, F, Sa, Su	24 Hours	X	X	X	X
21	60	M, T, W, Th, F, Sa, Su	7:00 AM - 10:00 PM	X	X		X

Full Service Fixed Route Bus Usage – Table 8

In service Fixed Route bus usage by hour for Full Service as of 5.03.25

Regular Service	Mon - Thur										Regular Service	Friday Only										Regular Service	Saturday Only										Regular Service	Sunday Only									
2 12:00a	11	19									2 12:00a	11	19									2 12:00a	11	19								2 12:00a	11	19									
2 1:00a											2 1:00a											2 1:00a											2 1:00a										
2 2:00a											2 2:00a											2 2:00a											2 2:00a										
2 3:00a											2 3:00a											2 3:00a											2 3:00a										
2 4:00a											2 4:00a											2 4:00a											2 4:00a										
2 5:00a											2 5:00a											2 5:00a											2 5:00a										
3 5:37a	12A1										3 5:37a	12A1										2 6:00a											2 6:00a										
3 6:00a											3 6:00a											7 7:00a	2L	10	11	16	17A	18A	21				5 7:00a	10	11	17A	18A	21					
4 6:07a	12A2										4 6:07a	12A2										8 7:47a	12A										5 7:30a	2L									
10 7:00a	2R1	2L1	10A	11	16	17A	18A	21			10 7:00a	2L1	2R2	10A	11	16	17A	18A	21			8 8:00a											6 7:47a	12A									
11 7:10a	3										11 7:10a	3										10 8:30a	17B	18B								6 8:00a											
12 7:15a	10B										12 7:15a	10B										10 9:00a										9 8:30a	16	17B	18B								
14 7:20a	2L3	2R3									14 7:20a	2L3	2R3									10 10:00a										9 9:00a											
15 7:25a	2R4										15 7:25a	2R4										9 11:00a	12A									9 10:00a											
15 8:00a											15 8:00a											9 12:00p										8 11:00a	12A										
17 8:10a	2L2	2R2									17 8:10a	2L2	2R2									9 13:00p										8 12:00p											
17 8:15a											19 8:30a	17B	18B									10 13:42p	12P1									8 13:00p											
19 8:30a	17B	18B									19 9:00a											10 14:00p										9 13:42p	12P1										
19 9:00a											18 9:55a	12A2										9 14:50p	12P1									9 14:00p											
18 9:55a	12A2										18 10:00a											9 15:00p										8 14:50p	12P1										
18 10:00a											18 11:00a											9 16:00p										8 15:00p											
18 11:00a											17 11:15a	12A1										9 17:00p										9 15:47p	12P2										
17 11:15a	12A1										17 11:25a	2R4	2L4									10 17:42p	12P2									9 16:00p											
17 11:25a	2R4	2L4									18 11:47a	12P1										10 18:00p										9 17:00p											
18 11:47a	12P1										18 12:00p											8 18:30p	17B	18B								9 17:05p											
18 12:00p											18 13:00p											7 18:50p	12P2									9 17:15p											
18 13:00p											18 14:00p											7 19:00p										9 18:00p											
18 14:00p											16 14:50p	2R3	2L3									7 20:00p										7 18:30p	17B	18B									
17 14:55p	12P1										15 14:55p	12P1										7 21:00p										7 19:00p											
17 15:00p											15 15:00p											8 21:42p	12P3									7 19:05p											
18 15:42p	12P2										16 15:42p	12P2										7 22:00p	21									7 19:15p											
18 16:00p											16 16:00p											6 22:50p	12P3									7 20:00p											
16 16:10p	2R2	2L2									14 16:10p	2R2	2L2									6 23:00p										7 21:00p											
17 16:42p	12P3										15 16:42p	12P3										2 24:00a	2L	10	16	17A	18A	11	19			6 22:00p	16	21	11								
17 17:00p											15 17:00p																																
16 17:15p	10B										14 17:15p	10B																															
15 17:20p	2L4										13 17:20p	2R4																															
15 18:00p											13 18:00p																																
13 18:20p	2R3	2L3									12 18:10p	3																															
11 18:30p	17B	18B									12 18:20p																																
11 19:00p											10 18:30p	17B	18B																														
11 20:00p											10 19:00p																																
11 21:00p											10 20:00p																																
10 21:05p	12P2										10 21:00p																																
9 21:10p	3										9 21:05p	12P2																															
10 21:27p	12P4										10 21:27p	12P4																															
9 21:55p	12P3										9 21:55p	12P3																															
8 22:00p	21										8 22:00p	21																															
8 23:00p											8 23:00p																																
2 24:00a	2R1	2L1	10A	12P4	16	17A	18A	11	19		2 24:00a	2R1	2L1	10A	12P4	16	17A	18A	11	19																							

*Route 11 starts early Sun

*Route 11 starts early Sun

Break Service Fixed Route Bus Usage – Table 9

In service Fixed Route bus usage by hour for Break Service as of 5.03.25

Regular Service		Mon - Fri							Regular Service		Saturday Only							Regular Service		Sunday Only						
		11	19								11	19								11	19					
2	12:00a								2	12:00a								2	12:00a							
2	1:00a								2	1:00a								2	1:00a							
2	2:00a								2	2:00a								2	2:00a							
2	3:00a								2	3:00a								2	3:00a							
2	4:00a								2	4:00a								2	4:00a							
2	5:00a								2	5:00a								2	5:00a							
3	5:37a	12A1							2	6:00a								2	6:00a							
3	6:00a								6	7:00a	2L	10	11	17A	18A	21		5	7:00a	10	11	17A	18A	21		
8	7:00a	2L	10	11	16	17A	18A	21	7	7:30a	16							5	7:30a	2L						
8	8:00a								8	7:47a	12A1							6	7:47a	12A1						
10	8:30a	17B	18B						8	8:00a								6	8:00a							
10	9:00a								10	8:30a	17B	18B						8	8:30a	17B	18B					
10	10:00a								9	8:55a	12A1							7	8:55a	12A1						
10	11:00a								9	9:00a								7	9:00a							
10	12:00p								10	9:47a	12A2							8	9:47a	12A2						
9	12:55p	12A1							10	10:00a								8	10:00a							
9	13:00p								9	10:55a	12A2							7	10:55a	12A2						
10	13:32p	12P1							9	11:00a								7	11:00a							
10	14:00p								9	12:00p								7	12:00p							
9	14:50p	12P1							9	13:00p								7	13:00p							
9	15:00p								10	13:42p	12P1							8	13:42	12P1						
10	15:42p	12P2							10	14:00p								8	14:00p							
10	16:00p								9	14:50p	12P1							7	14:50p	12P1						
10	17:00p								9	15:00p								7	15:00p							
10	18:00p								9	16:00p								7	16:00p							
8	18:30p	17B	18B						9	17:00p								7	17:00p							
8	19:00p								10	17:42p	12P2							8	17:42p	12P2						
8	20:00p								10	18:00p								8	18:00p							
7	21:00p	12							8	18:30p	17B	18B						6	18:30p	17B	18B					
5	22:00p	2L	10	11	16	21			7	18:50p	12P2							5	18:50p	12P2						
4	23:00p	12P2							7	19:00p								5	19:00p							
2	24:00a	19	17	18					7	20:00p								5	20:00p							
									7	21:00P								5	21:00P							
									8	21:42p	12P3							6	21:42p	12P3						
									5	22:00p	2L	10	11	16	21			5	22:00p	2L/10	11	16				
									4	22:50p	12P3							4	22:50p	12P3						
									4	23:00p								4	23:00p							
									2	24:00a	19	17A	18A					2	24:00a	19	17A	18A				

2025 Days of Service – Table 10

City of DeKalb Public Transit will operate every day except Thanksgiving, Christmas, and New Year's Day. A more robust transit system will be operated on NIU school days and focuses on transportation to and from campus. Service will also be provided to commercial areas in DeKalb Urbanized Area. Reduced service will be provided during evenings, weekends, and class breaks as well as summer. The selected PROPOSER will provide adequate personnel and equipment to operate a safe, efficient, and effective transit system.

Month	Day of the Week	Full Service Schedule Days	Break Service Schedule Days
January	Monday - Friday	14	8
	Saturday	2	2
	Sunday	2	2
February	Monday - Friday	20	0
	Saturday	4	0
	Sunday	4	0
March	Monday - Friday	16	5
	Saturday	3	2
	Sunday	3	2
April	Monday - Friday	22	0
	Saturday	4	0
	Sunday	4	0
May	Monday - Friday	1	21
	Saturday	0	5
	Sunday	0	4
June	Monday - Friday	0	21
	Saturday	0	4
	Sunday	0	5
July	Monday - Friday	0	23
	Saturday	0	4
	Sunday	0	4
August	Monday - Friday	5	16
	Saturday	1	4
	Sunday	1	4
September	Monday - Friday	21	1
	Saturday	4	0
	Sunday	4	0
October	Monday - Friday	23	0
	Saturday	4	0
	Sunday	4	0
November	Monday - Friday	17	2
	Saturday	4	1
	Sunday	4	1
December	Monday - Friday	5	17
	Saturday	0	4
	Sunday	0	4

2024 Service Data – Table 11

For more information with common examples for each data type and what activities agencies should include under revenue miles and hours, see FTA National Transit Database Policy Manual Exhibits 34 and 35 ([2023 NTD Reporting Policy Manual](#)).

Fixed Route			
	Passengers	Revenue Miles	Revenue Hours
January	59,305	73,794	5,140
February	95,954	85,431	6,201
March	83,278	88,992	5,903
April	102,695	88,557	6,448
May	41,562	66,938	4,602
June	28,496	61,881	3,867
July	29,868	64,484	4,284
August	58,826	70,364	4,806
September	121,689	80,284	6,293
October	134,607	83,763	6,764
November	97,110	81,212	5,926
December	55,601	67,521	4,775
	908,991	913,221	65,009

Paratransit			
	Passenger Trips	Revenue Miles	Revenue Hours
January	6,813	32,676	3,258
February	8,135	35,895	3,275
March	8,321	36,448	3,224
April	7,726	36,718	3,142
May	7,678	36,918	3,416
June	6,732	33,873	3,149
July	8,325	36,860	3,192
August	8,570	38,516	3,133
September	8,101	39,205	3,194
October	8,883	42,556	3,749
November	7,307	37,060	3,005
December	6,927	36,537	3,032
	93,519	443,262	38,769

Estimated Annual Hours of Service 2026 – Table 12

Service Type	Service Days	Total Riders	Revenue Hours
Fixed Route	362	1,162,221	68,000
Dial-A-Ride	362	600	400
Door-to-Door Paratransit Service	362	69,000	39,000
Door-to-Door Paratransit Service for NEMT	362	100	200
TOTAL	362	1,231,921	107,600

- 2) The CITY may add, subtract, or substitute routes, miles, and hours of operation. The marginal contract rate per hour shall apply to any such modifications if such changes are within 15% of the estimated amounts in Table 12.
- 3) The service will be provided during each month of the year, with service to be managed to allow for uninterrupted service throughout the agreement year.
- 4) Commencing with the first day of the term of the Agreement and continuing through the duration thereof, the PROPOSER agrees to furnish full and complete management, supervisory and operational services and equipment that are reasonably required for the public transit services contemplated by this Agreement.
- 5) Ridership statistics as illustrated identify the current ridership statistics for the DeKalb urbanized area. The PROPOSER may anticipate that service area, number of fixed routes, and frequency of trips on current routes may increase during the period of the agreement.

Exhibit 2: Cost/Price Summary Forms

Fixed Route Price Summary – Table 13

YEAR	Fixed (Monthly Fee)	Fixed Fee x 12 Months	Hourly Rate (Marginal Cost)	Hourly Rate x 68,000 Hours	Total Annual Price
2026					
2027					
2028					
2029					
2030					

Fixed Route Bus Operator Wage Table – Table 14

Job Type	Number of Operators	Average Hourly Wage	Average Hourly Overtime Wage	Total Annual Wages
Full Time				
Part Time				
Total				

Paratransit Route and Dial-A-Ride Price Summary – Table 15

YEAR	Fixed (Monthly Fee)	Fixed Fee x 12 Months	Hourly Rate (Marginal Cost)	Hourly Rate x 39,600 Hours	Total Annual Price
2026					
2027					
2028					
2029					
2030					

Paratransit Route and Dial-A-Ride Bus Operator Wage Table – Table 16

Job Type	Number of Operators	Average Hourly Wage	Average Hourly Overtime Wage	Total Annual Wages
Full Time				
Part Time				
Total				

Refer to Section 5.1 Technical Proposal, II. Organization and Staffing Plan

[illegible]

Exhibit 3: Liquidated Damages

It is the intention of the City to enter a cooperative relationship with the PROPOSER. If problems occur, the CITY and PROPOSER will work together to resolve them quickly and in a manner that provides the best service. In general, liquidated damages will only be imposed after the PROPOSER has had opportunities to make corrections and failed to meet the needs of the CITY.

1. Liquidated damages shall be deducted automatically by the CITY from their respective invoices for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce within the CITY and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages and not as a penalty. The PROPOSER expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable and appropriate.
2. CITY staff may evaluate vehicles and records pertaining to these categories of compliance on a random basis, on a systematic basis or on a complaint-driven basis. If there is no improvement, liquidated damages will be assessed upon each subsequent occurrence.
3. Vehicle cleanliness minimum standards.

The PROPOSER shall perform daily service on all revenue vehicles used to operate the service and are required to document the completion of the following minimum servicing standards.

Daily				
<ul style="list-style-type: none"> • Fuel Vehicle • Check engine oil, ATF, coolant levels, tire pressure, and safety equipment • Read/Record Mileage 	<ul style="list-style-type: none"> • Check lights and flashers • Check brake performance 	<ul style="list-style-type: none"> • Remove graffiti from internal and external areas of vehicle • Dust handrails and empty garbage 	<ul style="list-style-type: none"> • Clean passenger and operator's area and dash • Sweep/dust interior 	<ul style="list-style-type: none"> • Conduct visual inspection of vehicles' exterior and interior

3x per Week	Weekly	Bi-Weekly	Annually	As Needed
<ul style="list-style-type: none"> • Mop floor • Wash exterior and wheels 	<ul style="list-style-type: none"> • Clean window interiors 	<ul style="list-style-type: none"> • Detail interior • Clean ceiling 	<ul style="list-style-type: none"> • Clean inside of interior light fixtures 	<ul style="list-style-type: none"> • Perform routine maintenance in accordance with manufacturer specifications • Clean seat fabric

Daily servicing shall include checking all vehicle performance defects reported by the bus operators as potential safety and reliability items requiring immediate attention.

4. Washing exterior of buses is not absolutely required when temperature is below freezing.
5. Repeat Vehicle Maintenance Problems are defined as any vehicle that experiences repeat road calls four (4) or more times within a thirty (30) day period for circumstances within the control of the PROPOSER; liquidated damages shall be assessed per subsequent occurrence.

6. Vehicle Out of Fuel liquidated damages shall be assessed if a vehicle runs out of fuel while in revenue service.
7. A “missed trip” is defined as any single trip that is missed due to circumstances within the PROPOSER control. A breakdown where the bus is inoperable will be a missed trip, unless the PROPOSER can fill the trip with another bus or mobile supervisor and operate it within ten (10) minutes of the scheduled time.
 - a. Notification of missed trip(s) will be sent immediately to the CITY with an explanation of the reason for the missed trip.
 - b. Missed trips will have liquidated damages assessed on a per-missed-trip basis, rather than on a daily basis.
8. Unreported Missed Trips are missed trips that are not reported to the CITY within twelve (12) hours of occurrence.
9. The CITY has established the following liquidated damages, to be assessed on a “per incident” basis.

Liquidated Damages Table – Table 18

Category	Liquidated Damages	Service
9.1 Failure to properly complete vehicle pre/post trip	\$100 per occurrence	Both
9.2 Unauthorized route deviation	\$50 per occurrence	Fixed
9.3 Extended layover/recovery time	\$50 per occurrence	Fixed
9.4 Missed Trips	\$100 per trip	Fixed
9.5 Unreported Missed Trips	\$150 per trip	Fixed
9.6-1 Early violation Level 1 (60 seconds to 5 minutes)	\$200 per occurrence	Fixed
9.6-2 Early violation Level 2 (5 minutes to 10 minutes)	\$250 per occurrence	Fixed
9.7 Passing a bus stop with passengers waiting	\$100 per occurrence	Fixed
9.8 Failure to Maintain a monthly OTP of 95%	\$250 per month	Both
9.9 Failure to display proper vehicle message sign (Route ID)	\$50 per occurrence	Fixed
9.10 Failure to report an Accident or Incident to the CITY	\$500 per occurrence	Both
9.11 Vehicle Out of Fuel	\$100 per occurrence	Both
9.12 Repeat Vehicle Maintenance Problems	\$100 per occurrence	Both
9.13 Vehicle Cleanliness - Inside and Outside	\$50 per occurrence	Both
9.14 Failure to maintain complete and current vehicle maintenance records	\$100 per occurrence	Both
9.15 Failure to properly maintain ADA equipment per the manufacturer guidelines resulting in a failure of a lift in service	\$1000 per occurrence	Both

10. Additional Liquidated Damages: The CITY and the PROPOSER shall meet at the end of each calendar year for the duration of the contract to discuss outstanding concerns including any additional liquidated damages.

Exhibit 4: Technical Proposal Checklist

Firm Qualifications – Table 19

Item	Short Response (if applicable)	Additional Comments	Proposal Page Location(s)
1) Describe the general character of work performed by your firm			
2) Describe your firm's qualifications and experience to perform the work described in this RFP.			
3a) Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor.			
3b) Provide detailed information regarding past and pending litigation, liens, or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.			
4) Provide audited financial statements for the past three (3) years.			
4a) Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Illinois.			
4b) Provide financial credit references.			
5) Provide a list of all transit service contracts/agreements entered into or performed during the last three years.			
6) Explain Proposer's experience with Federal and State transit and paratransit regulations.			
7) Discuss the training drivers receive to ensure compliance with FTA and IDOT regulations.			
8) Provide information on audits of FTA Drug and Alcohol testing programs; FTA Triennial Review findings and resolution; State (Illinois or other) performance or management audits, National Transportation Safety Board (NTSB) investigations, Department of Justice (DOJ) investigations, Equal Employment Opportunity Commission (EEOC) findings.			

Organization and Staffing Plan – Table 20

Item	Short Response (if applicable)	Additional Comments	Proposal Page Location(s)
1a and b) Provide organizational charts and staffing plan			
1c) Labor Resources Table			
1d) Separation of public transit service from other services (if applicable)			
1e) Proposed Management Team Retention Plan			
1f) Describe your planned ratio of full-time to part-time drivers			
1g) Describe the average weekly revenue hours planned for full-time and part time drivers			
1h) Describe the average yearly turnover rate at similar systems that you manage			
1i) Describe how you will control driver turnover in this contract			
1j) Describe scheduling procedures for supervisors and dispatchers			
1k) Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Agreement obligations and the services they will be providing.			
1l) Identify Disadvantaged Business Enterprise (DBE) firms the PROPOSER intends to subcontract with			
2) Explain communications with Limited English Proficiency customers			
3) Explain communications with hearing impaired customers			

Operating Methodology – Table 21

Item	Short Response (if applicable)	Additional Comments	Proposal Page Location(s)
1a) Hiring and training Management and Supervisors			
1b) Hiring and training Drivers and Mechanics			
1c) FTA Compliance Plan(s)			
1d) Continuing Education Plan(s)			
1e) Safety and Security Training Plan(s)			
1f) Passenger Interaction Plan(s)			
1g) Employment Standards: Drivers			
1h) Employment Standards: Management and Supervisors			
1i) Employment Standards: Maintenance			
1j) Experience with hiring college students			
2) Firm's Drug and Alcohol Policy			
3) Complaint(s) Procedures			
4) Provide evidence that the required service-start schedule can be met			
5) Describe your understanding of the challenges associated with operating transit services on a university campus or other pedestrian-intense operating environment			
6) Provide customer service plan			
7) Provide passenger riding standards and evaluation procedures			
8) Describe the service performance standards			
9) Describe your firm's safety program			
10) Provide the security procedures and fare collection/monitoring program			
11) Describe types of vehicles and the fleet-specific maintenance plan			
12) Describe communications, information management and technology plan(s)			
13) Explain your transition plan			
14) Provide ADA compliance plan			
15) If applicable, provide a plan for managing additional other transit services			

Professional References – Table 22

Item	Short Response (if applicable)	Additional Comments	Proposal Page Location(s)
1a) Provide references for all current fixed route transit service, paratransit and public transit service contracts/agreements			
1b) Provide references for all key personnel proposed for this project.			

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

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

	<u>Vendor Check-off</u>	<u>CODT Check-off</u>
Cover Letter	_____	_____
Request for Proposal Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Contractor Information Form	_____	_____
Attachment C: Proposal Affidavit	_____	_____
Attachment D: Addendum Page	_____	_____
Attachment E: Request for Clarification/ Approved Equals	_____	_____
Attachment F: Indemnity and Insurance Requirements	_____	_____
Attachment G: Certification Regarding Debarment and Suspension	_____	_____
Attachment H: Affidavit of Non-Collusion	_____	_____
Attachment I: Compliance with Federal Lobbying Regulations	_____	_____
Attachment J: Firm Data Sheet	_____	_____
Attachment K: DBE Good Faith Effort (Information Sheet)	_____	_____
Attachment L: DBE Letter of Intent	_____	_____
Attachment M: DBE Affidavit	_____	_____
Attachment N: DBE Unavailable Certification	_____	_____
Attachment O: Special Provisions for DBE Participation	_____	_____
Attachment P: Prompt Payment Affidavit	_____	_____
Attachment Q: Certificate of Compliance with Prevailing Wages	_____	_____
Attachment R: DeKalb County Prevailing Wages	_____	_____
Attachment S: Buy America	_____	_____
Attachment T: Proposal Pricing Form	_____	_____

ATTACHMENT B – Contractor Information Form

The City of DeKalb compiles information on all contractors and subcontractors who submit business with the City for transportation projects. This form should be filled out and included as the first page of the submitted application. Prime contractors and consultants shall provide this information for themselves and all of their subcontractors. Items 1-8 are required, and 9-13 are requested.

1) Firm Name: _____

2) Firm Address: _____

3) Phone Number: _____

4) E-mail address: _____

5) DUNS #: _____

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall have DUNS #)

6) Registered on SAM.GOV? ☐

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall be registered on SAM.gov)

7) Registered on SAM.GOV as small-business? ☐ (Will be verified)

8) NAICS Codes registered to do business under:

9) Illinois DBE Status: ☐ DBE ☐ Non-DBE; Status Verified? ☐

10) If registered as DBE in another State or on SAM.gov, please identify where registered:

11) Year Firm Established: _____

12) Type of Work: _____

Annual Gross Receipts: ☐ < \$500,000 ☐ \$500,000-\$1,000,000 ☐ \$1,000,000 - \$2,000,000 ☐ \$2,000,000 - \$5,000,000
☐ Above \$5,000,000

ATTACHMENT C – Proposal Affidavit

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

Signed: _____

Title: _____

Company Name: _____

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

Notary Public: _____

My Commission Expires: _____

ATTACHMENT D – Addendum Page

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

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Signature

Title

ATTACHMENT E – Request for Clarifications / Approved Equals

Date: _____

Proposing Company: _____

Section of the RFP: _____ Page Number: _____

Proposer's Request: _____

CODT Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____

Date: _____

ATTACHMENT F – Indemnity and Insurance Requirements

These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to City of DeKalb Transit (City of DeKalb). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by City of DeKalb.

You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to City of DeKalb and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City of DeKalb.

Contractor shall furnish the City of DeKalb with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of DeKalb before work begins. City of DeKalb reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION

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

II. INSURANCE

All insurance required except for worker's compensation shall be endorsed to add City of DeKalb, its officials, employees, agents and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days' written notice of cancellation.

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

Authorized Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT G – Certification Regarding Debarment and Suspension

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

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

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

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

Authorized Official: _____

Signature: _____

Date: _____

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

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

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT H – Affidavit of Non-Collusion

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

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

Signed: _____

Company Name: _____

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

Notary Public: _____

My Commission expires _____, 20____

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

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

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

Official's Title

ATTACHMENT J – Firm Data Sheet

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

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

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

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

ATTACHMENT K – DBE Good Faith Effort

(For information only – not to be returned)

1. To the extent required by law, it is the goal of City of DeKalb Transit that disadvantaged business enterprises participate in all federal-aid contracts. It is the policy of City of DeKalb to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. CDPT's DBE Policy may be viewed on its website [City of DeKalb DBE Policy and Goals | DeKalb, IL](#). Responding firms shall submit with their proposals a DBE Participation Plan to assist in meeting this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the participating firm, a copy of the firm's current DBE Certification from any federal, state, or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by CDPT for this purpose). A proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. The City of DeKalb Public Transit will use the good-faith efforts mechanism as required by 49 CFR part 26. It is up to the City of DeKalb to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The City of DeKalb will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, City of DeKalb's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.
3. The City of DeKalb Public Transit will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good-faith was made. The rule specifically prohibits the City of DeKalb from ignoring bona fide good-faith efforts.
4. The following is a list of types of actions that the City of DeKalb Public Transit will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.
 - b. The DBEs are interested by taking appropriate steps to follow up initial solicitations.

ATTACHMENT K – Good-Faith Effort (*Continued*)

- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- e. Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

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

ATTACHMENT L – DBE Letter of Intent

To: _____
(Name of Proposer)

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

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

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

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

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

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

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

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

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT M – DBE Affidavit

State of _____

Date: _____

County: _____

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

(Name of Official)

(Name of DBE)

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

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

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

ATTACHMENT N – DBE Unavailable Certification

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

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

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

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

Signature: _____ Date: _____

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

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

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

Signed: _____
(Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

ATTACHMENT O – Special Provisions For Disadvantaged Business Enterprise Participation (DBE)

To the extent required by law, this Provision applies to all contracts that have a disadvantaged business enterprise participation (DBE) goal, and shall be included, in its entirety, as part of all contracts of the subrecipient that require DBE participation.

FEDERAL OBLIGATION. Subrecipient, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Provision, a disadvantaged business enterprise means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Provision will also be used by the Illinois Department of Transportation and subrecipient to satisfy the requirements of the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Provision by the Department and subrecipient on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Subrecipient and its Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R § 26.13(b),

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from (the subrecipient). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the subrecipient).

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal. The goal has been included because it has been determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the

absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform__% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the contract will only be awarded to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Provision:

- a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Illinois Department of Transportation maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785- 4611, or by visiting the Department's website at:

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

BIDDING PROCEDURES. Compliance with this Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (SBE Form 2026), and a DBE Participation Statement (SBE Form 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

A Utilization Plan will not be accepted if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the subrecipient may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before there will be a commitment to the performance of the contract by the bidder. The Utilization Plan will be approved if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The quality, quantity, and intensity of the kinds of efforts the bidder has made will be considered. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- a) The following is a list of types of action that will be considered as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts may be relevant in appropriate cases and will be considered.
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
 4. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 5. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 6. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and

placement of DBE companies.

8. If it is determined that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the contract will be awarded to the bidder provided it is otherwise eligible for award. If it is determined the bidder has failed to meet the requirements of this Provision or that a good faith effort has not been made, the subrecipient will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- b) If it is determined that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the contract will be awarded to the bidder provided it is otherwise eligible for award. If it is determined the bidder has failed to meet the requirements of this Provision or that a good faith effort has not been made, the subrecipient will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived, the bidder will be notified and will be allowed no more than a five-calendar day period to cure the deficiency.
- c) The bidder may request administrative reconsideration of an adverse determination by emailing the subrecipient within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the subrecipient. The subrecipient will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the subrecipient, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the subrecipient that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The subrecipient is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The subrecipient and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE

subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - a. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - b. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- e) DBE as a material supplier:
 - a. 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - b. 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - c. 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Provision is an essential part of the contract. The subrecipient is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward the contract goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved, and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the subrecipient.
- b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the subrecipient as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, or where there is a commitment of work in the form of additional tasks assigned to an existing subcontract, then a revised DBE Utilization Plan (SBE Form 2026) must be submitted in writing that includes the new subcontractor or additional tasks. Changes in the DBE Utilization Plan shall not be adopted or implemented until the subrecipient and the Department have approved a revised DBE Utilization Plan in writing.
- c) **SUBCONTRACTOR APPROVAL AND SUBCONTRACT.** Prior to the use of any subcontractor of any tier (both DBE and non-DBE), the Contractor must submit a Request for Approval of Subcontractor (BC Form 260a) and receive written subcontractor approval from the subrecipient. The Contractor must also provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Provision.
- d) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan or perform with other forces work designated for a listed DBE except as provided

in this Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the written consent as provided in subsection (a) of this part. Unless consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non- DBE firm, or with another DBE firm. Written consent will be granted only if the subrecipient agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the subrecipient, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the subrecipient and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the subrecipient should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the subrecipient may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- c. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- f. The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;
- i. A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- j. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self- perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the subrecipient requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The subrecipient will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- e) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the subrecipient to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (SBE Form 2115) to the subrecipient to establish and document that full and final payment has been made to the DBE.

If full and final payment has not been made to the DBE, the Contractor shall indicate in writing whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the subrecipient may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (g) of this part.

- f) ENFORCEMENT. The subrecipient reserves the right to withhold payment to the Contractor to enforce the provisions of this Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Provision or after liquidated damages have been determined and collected.
- g) RECONSIDERATION. Notwithstanding any other provision of the contract, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the subrecipient and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the subrecipient. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.
- h) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- a. The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - b. The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - c. The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

ATTACHMENT P – Prompt Payment Affidavit

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

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

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

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

Signature

Company Name

Official's Name and Title

Date

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

Signature

Company Name

Official's Name and Title

Date

ATTACHMENT Q – Certificate of Compliance with Prevailing Wages

If applicable, the Vendor shall agree to comply with the CDPT Prevailing Wage requirements by signing and dating the following:

PREVAILING WAGES

The State of Illinois has enacted the "Prevailing Wage Act" 820 ILCS 130 *et seq.*

To the extent and as required by the "Prevailing Wage Act", the general prevailing rate of wages in this locality for laborers, mechanics and the workers engaged in construction of public works coming under the jurisdiction of the CDPT is hereby ascertained to be the same as the prevailing rate of wages for construction work in DeKalb County area as determined by the Department of Labor of the State of Illinois as of July of the current year.

Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction and landscaping construction of the CDPT to the extent required by the aforesaid Act.

The Contractor shall promptly submit certified payrolls as required by the Illinois Prevailing Wage Act. An electronic database is provided by the Department of Labor to submit Certified Payroll within a Certified Transcript of Payroll Portal created and managed by the Department of Labor.

By signature below, the Bidder/Proposer, _____, agrees to comply with Prevailing Wage Requirements.

Signature of Bidder's Authorized Official

Print - Name and Title of Bidder's Authorized Official

Date

ATTACHMENT R – DeKalb County Prevailing Wage Rates posted on 3/3/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		47.94	48.94	1.5	1.5	2.0	2.0	9.55	22.76	0.00	0.80	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90	
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00
CARPENTER	All	BLD		48.57	53.91	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
CARPENTER	All	HWY		47.60	49.35	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
CEMENT MASON	All	ALL		51.00	53.00	2.0	1.5	2.0	2.0	12.19	29.96	0.00	0.80	0.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00
COMMUNICATION TECHNICIAN	All	BLD		48.00	52.80	1.5	1.5	2.0	2.0	17.79	18.63	0.00	0.96	
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21
ELECTRICIAN	All	BLD		58.00	63.80	1.5	1.5	2.0	2.0	17.79	23.53	0.00	1.16	
ELEVATOR CONSTRUCTOR	All	BLD		62.51	70.32	2.0	2.0	2.0	2.0	16.17	20.96	5.00	0.75	
FENCE ERECTOR	NW	ALL		48.53	54.35	1.5	1.5	2.0	2.0	13.21	26.70	0.00	1.80	0.00
GLAZIER	All	BLD		46.73	48.73	1.5	1.5	1.5	2.0	15.15	10.85	0.00	1.25	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90	
IRON WORKER	NW	ALL		53.40	59.81	2.0	2.0	2.0	2.0	13.21	30.79	0.00	1.80	0.00
IRON WORKER	SE	ALL		52.00	57.20	2.0	2.0	2.0	2.0	14.06	30.33	0.00	1.00	0.00
LABORER	All	BLD		41.34	42.34	1.5	1.5	2.0	2.0	9.55	22.76	0.00	0.80	0.00
LABORER	All	HWY		44.59	45.34	1.5	1.5	2.0	2.0	9.55	25.76	0.00	0.80	0.00
LABORER, SKILLED	All	HWY		47.94	48.69	1.5	1.5	2.0	2.0	9.55	25.76	0.00	0.80	0.00
LATHER	All	BLD		48.57	53.91	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00
MATERIAL TESTER I	All	ALL		47.94	48.69	1.5	1.5	2.0	2.0	9.55	25.76	0.00	0.80	0.00
MATERIALS TESTER II	All	ALL		47.94	48.69	1.5	1.5	2.0	2.0	9.55	25.76	0.00	0.80	0.00
MILLWRIGHT	All	BLD		49.27	54.20	1.5	1.5	2.0	2.0	12.03	19.50	0.00	0.82	0.00

OPERATING ENGINEER	All	BLD	1	52.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	2	51.85	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	3	49.40	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	4	47.40	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	5	56.30	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	6	55.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	BLD	7	52.55	56.55	2.0	2.0	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	1	52.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	2	51.85	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	3	50.55	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	4	49.10	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	5	47.65	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	6	55.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
OPERATING ENGINEER	All	HWY	7	53.40	56.40	1.5	1.5	2.0	2.0	23.95	19.70	3.00	2.85	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00
PILEDRIIVER	All	BLD		49.57	55.02	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
PILEDRIIVER	All	HWY		48.60	50.35	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15	
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83	
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00
SHEETMETAL WORKER	All	BLD		52.14	61.41	1.5	1.5	2.0	2.0	10.70	23.56	0.00	1.42	1.80
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52	
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00
TILE LAYER	All	BLD		48.57	53.91	1.5	1.5	2.0	2.0	12.00	24.30	0.00	0.82	0.00
TRUCK DRIVER	All	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00
TRUCK DRIVER	All	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00
TRUCK DRIVER	All	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00
TRUCK DRIVER	All	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00

ATTACHMENT S – Buy America

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT T – Proposal Pricing Form

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

Signature

Company Name

Official's Title

Address

Date

Telephone Number