

Monroe Randolph Transit  
District

REQUEST FOR PROPOSALS

Solicitation:

Transit Study: New  
Routes and Services

Issue Date:  
10/22/2024

RFP DUE DATE AND TIME: Tuesday, December 2, 2024 @ 4:00 PM

Proposals shall be submitted on the enclosed forms and returned to the office of

Monroe Randolph Transit District  
Attn: Jesica Gentry Schlimme, Executive Director  
1320 Melmar Dr.  
Sparta, IL 62286

Proposals shall be enclosed in a sealed envelope with the return address and the following clearly marked on the outside of the envelope:

**“Proposals For: Transit Study: New Routes and Services”  
Date: December 2, 2024 – 4:00 PM”**

All Proposal envelopes must be clearly marked with the above statement written on the outside of the Proposal packet. Monroe Randolph Transit District (MRTD) assumes no responsibility for unmarked envelopes being considered for award. An original and three (3) copies per proposal must be submitted. An authorized company representative is required to sign in ink the Proposal Signature Form. Any Proposal not containing the signature form will be automatically rejected. It is requested that completed Proposals be either typewritten or handwritten in black ink only. Electronic Copies or Facsimiles will not be considered. Proposals received after the time the bids are due will not be considered for award and will be returned unopened. Subject to the conditions, provisions and the enclosed information, sealed Proposals will be received by the Admin Office until the stated date and time.

# **REQUEST FOR PROPOSAL**

## **Transit Study: New Routes & Services**

Issue Date:	October 22, 2024
Final Date to Request Clarifications or Changes:	November 18, 2024
Bid Due Date:	December 2, 2024

## **TABLE OF CONTENTS**

### **1. CONTRACT TERMS**

#### **1.1 STATE REQUIRED CLAUSES**

1.1.1	<b><u>Scope and Description</u></b>	Page	1
1.1.2	<b><u>Termination</u></b>	Page	1
1.1.3	<b><u>Lobbying</u></b>	Page	2
1.1.4	<b><u>Method of Payment</u></b>	Page	2
1.1.5	<b><u>Contract Period</u></b>	Page	2
1.1.6	<b><u>Financial Assistance</u></b>	Page	2
1.1.7	<b><u>Prohibited Interests</u></b>	Page	2
1.1.8	<b><u>Contract Changes</u></b>	Page	2
1.1.9	<b><u>Subcontracts</u></b>	Page	2
1.1.10	<b><u>Vendor Registration with the Illinois Department of Human Rights</u></b>	Page	2
1.1.11	<b><u>Assignment</u></b>	Page	3
1.1.12	<b><u>Retention of Records</u></b>	Page	3
1.1.13	<b><u>Ownership of Documents</u></b>	Page	3
1.1.14	<b><u>Government Inspection</u></b>	Page	3
1.1.15	<b><u>Insurance</u></b>	Page	4

#### **1.2 FEDERAL REQUIRED CLAUSES**

1.2.1	<b><u>No Government Obligations to Third Parties</u></b>	Page	5
1.2.2	<b><u>Program Fraud and False or Fraudulent Statements and Related Acts</u></b>	Page	5
1.2.3	<b><u>Access to Records and Reports</u></b>	Page	5
1.2.4	<b><u>Federal Changes</u></b>	Page	6
1.2.5	<b><u>Termination</u></b>	Page	6
1.2.6	<b><u>Civil Rights</u></b>	Page	6
1.2.7	<b><u>Disadvantaged Business Enterprise</u></b>	Page	7

1.2.8	<u>Incorporation of FTA Terms</u>	Page	7
1.2.9	<u>Government Wide Debarment and Suspension</u>	Page	7
1.2.10	<u>Energy Conservation</u>	Page	8

### 1.3 MRTD REQUIRED CLAUSES

1.3.1	<u>Bid Due Date and Time</u>	Page	8
1.3.2	<u>Advertised Rejection of Bids</u>	Page	8
1.3.3	<u>Bid Preparation</u>	Page	9
1.3.4	<u>Bidder Review Procedure</u>	Page	9
1.3.5	<u>Bid Postponement and Addenda</u>	Page	9
1.3.6	<u>Bid Addenda Acknowledgement</u>	Page	9
1.3.7	<u>Bid Modification or Withdrawal</u>	Page	9
1.3.8	<u>Single Bid Response</u>	Page	9
1.3.9	<u>Prompt Payment</u>	Page	9
1.3.10	<u>Contractor Indemnification</u>	Page	10
1.3.11	<u>Services to be Confidential</u>	Page	10
1.3.12	<u>Written Notice</u>	Page	10
1.3.13	<u>Governing Law</u>	Page	10
1.3.14	<u>Severability of Clauses</u>	Page	10
1.3.15	<u>Waiver of Breach</u>	Page	10
1.3.16	<u>Disputes</u>	Page	10
1.3.17	<u>Successors and Assigns</u>	Page	10
1.3.18	<u>Covenant Against Contingent Fees</u>	Page	11
1.3.19	<u>Default by Contractor</u>	Page	11
1.3.20	<u>Key Personnel</u>	Page	11

## **1.4 AWARD REQUIREMENTS**

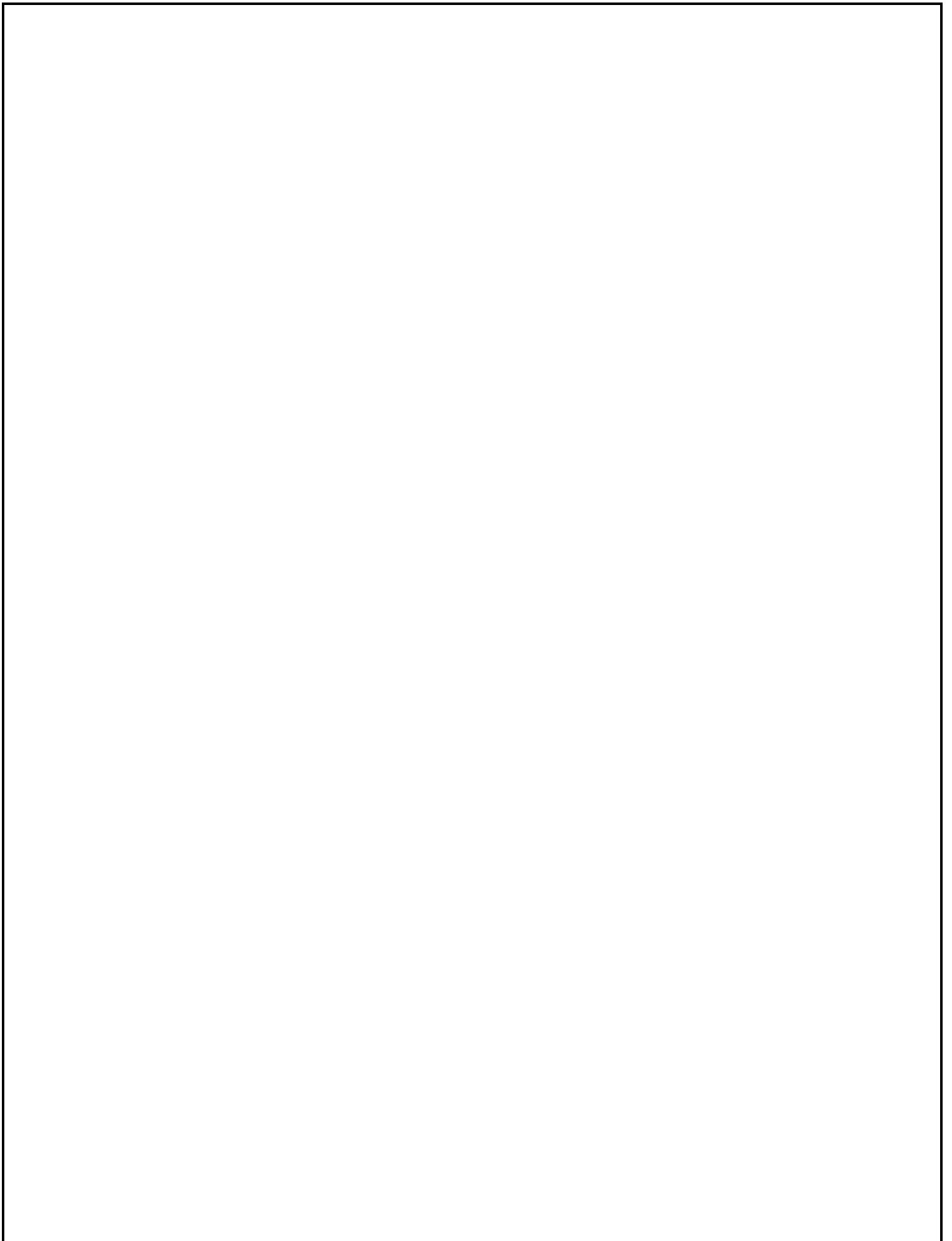
1.4.1	<b><u>Advertisement</u></b>	Page	11
1.4.2	<b><u>Submittals</u></b>	Page	12
1.4.3	<b><u>Bid Opening</u></b>	Page	12
1.4.4	<b><u>Evaluation Process</u></b>	Page	12
1.4.5	<b><u>Selection Criteria</u></b>	Page	12
1.4.6	<b><u>Contract Negotiations and Award</u></b>	Page	13
1.4.7	<b><u>Response(s) to Request(s) for Additional Information</u></b>	Page	13
1.4.8	<b><u>Final Selection</u></b>	Page	13
1.4.9	<b><u>Execution of Contract</u></b>	Page	13

## **2. TECHNICAL SPECIFICATIONS**

2.1	<b><u>General Provisions</u></b>	Page	14
2.2	<b><u>Selection Process Calendar</u></b>	Page	14
2.3	<b><u>Proposal Specifics</u></b>	Page	15
2.4	<b><u>Scope of Services Detail</u></b>	Page	15
2.4.1	<b><u>Task 1: Create a Technical Advisory Committee</u></b>	Page	15
2.4.2	<b><u>Task 2: Host a Kickoff Meeting</u></b>	Page	15
2.4.3	<b><u>Task 3: Review of Current Strategic Plan</u></b>	Page	16
2.4.4	<b><u>Task 4: Conduct a Route by Route Analysis of MRTD's Services</u></b>	Page	16
2.4.5	<b><u>Task 5: Conduct a Passenger Use/Satisfaction Survey on all Services</u></b>	Page	16
	<b><u>Task 6: Assess Transit Demand</u></b>	Page	16
	<b><u>Task 7: Analyze MRTD Vehicle Fleet</u></b>	Page	16
	<b><u>Task 8: Identify and Assess Opportunities for the Development or Modification of MRTD Services</u></b>	Page	17
	<b><u>Task 9: Write Draft and Final Report</u></b>	Page	17
2.5	<b><u>Proposal Content</u></b>	Page	17

## REQUIRED DOCUMENTS

<b>PROPOSER/BIDDER BUSINESS INFORMATION</b>	<b>Page</b>	<b>19</b>
<b>NON-COLLUSION CERTIFICATION</b>	<b>Page</b>	<b>20</b>
<b>ANTI-LOBBYING CERTIFICATION</b>	<b>Page</b>	<b>21</b>
<b>CUSTOMER REFERENCES for PROPOSER/BIDDER</b>	<b>Page</b>	<b>22</b>
<b>CUSTOMER EVALUATION QUESTIONNAIRE</b>	<b>Page</b>	<b>23</b>
<b>PROPOSAL/BID FORM</b>	<b>Page</b>	<b>24</b>
<b>DBE UTILIZATION FORM</b>	<b>Page</b>	<b>25</b>
<b>SIGNATURE FORM</b>	<b>Page</b>	<b>26</b>
<b>CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, EXCLUSION</b>	<b>Page</b>	<b>27</b>
<b>Informational Form: Schedule</b>	<b>Page</b>	<b>28</b>



## **1. CONTRACT TERMS**

### **1.1 STATE REQUIRED CLAUSES**

#### **1.1.1 Scope and Description**

Request for Proposal (RFP) No: RFP-24-1

Procuring Agency: Monroe Randolph Transit District  
1320 Melmar Dr  
Sparta, IL 62286  
618-443-4433

Contracting Officer: Jessica Gentry Schlimme, Executive Director

The contract to be awarded hereunder shall be for the purchase of a Transit Study including the recommendation and implementation steps for new routes and/or services in Monroe and Randolph Counties, IL. The contract shall be a firm, fixed price contract.

This constitutes the entire agreement and there are no agreements or understandings, implied or expressed, except as specifically set forth in this contract, and that all prior agreements and understandings, in this connection, are merged into and contained in this contract.

#### **DEFINITIONS:**

FTA - The Federal Transit Administration (forms viewable on-line at <http://www.fta.dot.gov/>)

USDOT (or DOT) - The United States Department of Transportation

IDOT - The Illinois Department of Transportation

MRTD – Monroe Randolph Transit District. The letters "MRTD" shall be considered synonymous

A-E - The letters "A-E" shall be considered synonymous with the word "bidder" or the word "Contractor."

CFR - Code of Federal Regulations (viewable on-line at <http://www.gpoaccess.gov/index.html>)

U.S.C. - United States Code (viewable on-line at <http://www.gpoaccess.gov/index.html>)

DBE - Disadvantaged Business Enterprise

Authorized Signature - The person who is executing this contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor to the terms and conditions of said contract.

Bid - The word "bid" shall be considered synonymous with the word "proposal."

Bidder - The individual, firm, or corporation formally submitting a proposal for the work contemplated or any portion thereof, acting directly, or through an authorized representative.

Contract - The word "contract" shall be considered synonymous with the word "Agreement."

Performance - An evaluation in quantifiable terms, of a manufacturer's ability to produce reliable equipment, as specified, in a time frame responsive to the owner's needs.

Work - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

Working Day - Any day excluding all Saturdays, Sundays, and MRTD Administrative Holidays.

#### **1.1.2 Termination**

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



### **1.1.3 Lobbying**

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

### **1.1.4 Method of Payment**

Payment to the Consultant shall be made monthly from applications for payment that the Consultant submits to MRTD. MRTD shall issue payments in the form of a check.

### **1.1.5 Contract Period**

All work to be performed under the terms of this contract must be completed in accordance with the schedule defined in Section 2.3 Proposal Specifics.

### **1.1.6 Financial Assistance**

This contract is subject to financial assistance contracts between MRTD and the Illinois Department of Transportation, and/or the United States Department of Transportation.

### **1.1.7 Prohibited Interests**

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

### **1.1.8 Contract Changes**

Any proposed change in this contract shall be submitted to MRTD in writing for its prior approval. Any work performed by the Contractor prior to formal MRTD approval of a change in this contract shall be done at the expense of the Contractor and shall not be eligible for reimbursement to the Contractor.

### **1.1.9 Subcontracts**

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

### **1.1.10 Vendor Registration with the Illinois Department of Human Rights**

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

### **1.1.11 Assignment**

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) 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.

### **1.1.12 Retention of Records**

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

### **1.1.13 Ownership of Documents**

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

### **1.1.14 Government Inspection**

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

project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

#### **1.1.15 Insurance**

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. 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.
3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
  - a. Operations - Premises Liability;
  - b. Independent Contractor's Liability;
  - c. Broad Form Contractual Liability, covering the Contractor'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 contractor; and
  - g. Broad Form Property Damage Liability.
4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

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

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

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

The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

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

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

## **1.2 FEDERAL REQUIRED CLAUSES**

### **1.2.1 No Government Obligation to Third Parties**

No Obligation by the Federal Government.

(a) MRTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MRTD, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **1.2.2 Program Fraud and False or Fraudulent Statements and Related Acts**

Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **1.2.3 Access to Records and Reports**

Access to Records - The following access to records requirements apply to this Contract:

(a) Where MRTD is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide MRTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where MRTD enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide MRTD, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(c) Where MRTD, which is the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MRTD, 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.

(d) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(f) FTA does not require the inclusion of these requirements in subcontracts.

#### **1.2.4 Federal Changes**

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

#### **1.2.5 Termination**

The termination provisions of Section 1.1.2 Termination shall apply to this contract.

#### **1.2.6 Civil Rights**

Civil Rights - The following requirements apply to the underlying contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection

for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

### **1.2.7 Disadvantaged Business Enterprise**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .62% (less than 1%).

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MRTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the MRTD. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MRTD and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

### **1.2.8 Incorporation of FTA Terms**

Incorporation of FTA Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised July 29, 2009, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MRTD requests which would cause MRTD to be in violation of the FTA terms and conditions.

### **1.2.9 Government-Wide Debarment and Suspension**

This contract is a covered transaction for the 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 certifies as follows:

The certification in this clause is a material representation of fact relied upon by MRTD. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to MRTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **1.2.10 Energy Conservation**

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

## **1.3 MRTD REQUIRED CLAUSES**

### **1.3.1 Bid Due Date and Time**

Sealed bids, an original and Three (3) copies, addressed and marked as follows:

Monroe Randolph Transit District  
Attention: Jessica Gentry Schlimme  
1320 Melmar Dr  
Sparta, IL 62286

Bids will be received until **4:00 PM.**, local time, on December 2, 2024, in the Administrative Offices at the above address. "**4:00 PM**" means that a bid received at 4:00:00 PM local time is accepted, and a bid received at 4:00:01 PM local time (i.e., one second after 4:00 PM local time) or later will be late, will not be opened, and will be returned to the return address on the package. The official time used for this opening can be found on the web site [www.time.gov](http://www.time.gov) or, in the event that this site is not functioning or cannot be accessed when checked on the bid opening date, another reliable time source will be used. Bids delivered by hand, by the U.S. Postal Service, or by other courier or delivery service will be accepted. Bids delivered by facsimile machine or E-mail will not be accepted. For any bid received prior to 3:45 PM local time on the bid opening date, the official time of arrival of such a bid shall be the time when the package is delivered to the administrative office, or when the Executive Director receives the hand-delivered bid. Any bid received between 3:45 PM and 4:00 PM local time on the bid opening date must be delivered directly to the Conference Room where the bid opening is to occur. The official time of arrival of that bid shall be when that bid passes through a Conference Room door into the Conference Room. It is the bidder's responsibility to know where these offices and rooms are located and how to get to the same. Parking problems, street repair, elevator malfunction, a crowded hallway, or any other reason that would prevent the bid from reaching the appointed location by the designated time shall be the sole responsibility of the bidder and shall not be cause for accepting a late bid. At the above specified time, the bids will be publicly opened and acknowledged for evaluation. Bids must be valid for **120 days** after the time of opening. Also see Section 1.4.1 Advertisement.

### **1.3.2 Advertised Rejection of Bids**

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation and, if required, the United States Department of Transportation.

### **1.3.3 Bid Preparation**

Bid Preparation - MRTD reserves the right to reject any bid that is not on the form or in the format as specified in the bid package. Conditional bids or bids that take exception to any portion of the contract documents may be rejected by MRTD if such conditions or exceptions could be detrimental to MRTD interests.

### **1.3.4 Bidder Review Procedure**

Bidder Review Procedures - A bidder may discuss this document and any addenda thereto with MRTD via telephone, facsimile, or E-mail, but such discussions shall not be considered a part of this work or contract and do not relieve bidders from the responsibility of submitting written requests for changes, approved equals, or clarifications or protests of the specifications or addenda thereto. Bidder requests may be submitted to the address listed in the instructions for submitting bids. Requests must be received no later than ten working days before the date set for bid opening.

### **1.3.5 Bid Postponement and Addenda**

Bid Postponement and Addenda - MRTD reserves the right to revise or amend these solicitation/contract documents up to the time set for opening the bids. These revisions or amendments shall be announced by written addenda to this solicitation. Such addenda shall include the announcement of the new date, if applicable, for opening the bids. Copies of such addenda shall be furnished to all firms that have been issued bid packages. If any addendum is issued less than five working days before the bid opening, the date set for opening bids shall be rescheduled to be at least five working days after the issue date of the last addendum.

### **1.3.6 Bid Addenda Acknowledgement**

Bid Addenda Acknowledgement - Addenda to these documents must be acknowledged by the bidder at the appropriate location on the bid submittals. MRTD reserves the right to reject any bid or bids without such acknowledgement.

### **1.3.7 Bid Modification or Withdrawal**

Bid Modification or Withdrawal - After the date and hour set for bid opening, bids may not be withdrawn for the period of validity required as outlined in 1.3.1 Bid Due Date and Time. Prior to the date and hour set for bid opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notice must be received in the Executive Director's office before the date and hour set for bid opening. A modification or withdrawal of a bid by fax or E-mail shall not be acceptable.

### **1.3.8 Single Bid Response**

Single Bid Response - If only one bid is received in response to this request, a detailed cost breakdown may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed to determine if the bid is fair and reasonable.

### **1.3.9 Prompt Payment**

Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from MRTD. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following MRTD's written approval. This clause applies to both DBE and non-DBE subcontractors.



### **1.3.10 Contractor Indemnification**

Contractor Indemnification - The Contractor shall defend, indemnify and hold harmless MRTD, IDOT, FTA and USDOT for all claims, damages, lawsuits and expenses, against MRTD, IDOT, FTA, and USDOT, including attorney fees, arising out of or resulting from the Contractor's intentional or negligent act, error, or omission in the performance of any and all work under this contract, except where such is due to the active negligence of the party seeking to be indemnified.

### **1.3.11 Services to be Confidential**

Services to be Confidential - All services, including reports, opinions and interviews are to remain confidential and shall not be divulged, in whole or in part by any person other than to duly authorized representatives of MRTD without prior written approval from MRTD, except by testimony under oath in a Judicial proceeding or as otherwise required by law. The Contractor shall take all necessary steps to ensure that no member of the Contractor's staff nor any member of any tier of any subcontractor's staff divulges any such information except as may be required by law.

### **1.3.12 Written Notice**

Written Notice - Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last known business address of the recipient.

### **1.3.13 Governing Law**

Governing Laws - This contract shall be governed by the laws of the State of Illinois.

### **1.3.14 Severability of Clauses**

Severability of Clauses - The illegality or invalidity of any term or clause of this contract, shall not affect the validity of the remainder of this contract. This contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

### **1.3.15 Waiver of Breach**

Waiver of Breach - The waiver by either Party of any breach of this contract shall not constitute a waiver as to any other breach.

### **1.3.16 Disputes**

Disputes - In the event that any disputes or disagreements arise with respect to performance of this contract and prior to the pursuit of remedies at law, the Contractor and MRTD agree to use best efforts to resolve such disputes or disagreements through good faith negotiations.

### **1.3.17 Successors and Assigns**

Successors and Assigns - MRTD shall bind MRTD and MRTD's successors, assigns, and legal representatives to the Contractor and the Contractor's partners, successors, assigns, and legal representatives with respect to the terms of this contract. Also, the Contractor shall bind the Contractor and the Contractor's partners, successors, assigns, and legal representatives to MRTD and MRTD' successors, assigns, and legal representatives with respect to the terms of this contract. Neither MRTD nor the Contractor shall assign, transfer, convey or subcontract this contract, in whole or in part, or otherwise dispose of the same without the other's prior written consent.

**1.3.18 Covenant Against Contingent Fees**

Covenant Against Contingent Fees - The Contractor warrants that the Contractor shall not employ or retain any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this contract, and shall not pay or agree to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, MRTD shall have the right to annul this contract without liability or, in its discretion, to deduct from the compensation due under the terms of this contract, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**1.3.19 Default by Contractor**

Default by Contractor - In the event of a default by the Contractor, MRTD shall be able to pursue any available remedy against the Contractor, and if MRTD commences an action in court alleging a default hereunder and obtains a judgment thereon in MRTD's favor, MRTD may recover all expenses, court costs, and attorneys' fees incurred with respect to such action.

**1.3.20 Key Personnel**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, Key Personnel shall not be removed or replaced without written notice to MRTD.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify MRTD, and shall, subject to the written approval of MRTD, replace such key personnel with personnel of substantially equal ability and qualifications.

**1.4 AWARD REQUIREMENTS**

The contract shall be awarded as defined in this section.

**1.4.1 Advertisement**

The following advertisement appeared in the Passenger Transport and the Breeze Courier on (October 22, 2024):

Monroe Randolph Transit District  
REQUEST FOR PROPOSAL  
TRANSIT STUDY: NEW ROUTES AND SERVICES  
RFP-24-1

It is the desire of MRTD to request proposals for undertaking a Transit Study including the recommendation and implementation steps for new routes and services in Monroe and Randolph Counties, Illinois as described in the bid documents. Award will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered.

Sealed bids will be received by the MRTD at its office at 1320 Melmar Dr, Sparta, IL 62286 until 4:00 P.M. local time on December 2, 2024. At that time, the bids will be opened and publicly read aloud. Bids received after the date and time specified for the bid opening shall be considered Late Bids and shall be returned to the Bidding Party unopened.

MRTD reserves the right to postpone, to accept, or to reject any and all bids, in whole or in part. All bidders must certify that they are not on the Comptroller General's List of ineligible contractors. By signing the Proposal page, the vendor is certifying that they are not on the Excluded Parties List System ([www.epls.gov](http://www.epls.gov))

Specifications and further information may be obtained from Jesica Gentry Schlimme, Executive Director, at MRTD, 1320 Melmar Dr, Sparta, IL 62286. Phone: (618) 443-4433, Fax (618) 443-9064, [jschlimme.mrtd@gmail.com](mailto:jschlimme.mrtd@gmail.com).

All bids shall be subject to all state and federal laws including those governing Equal Employment Opportunity. The successful contractor will be required to furnish certification of compliance with Disadvantaged Business Regulations.

The award to be let under this solicitation is subject to financial assistance contracts between MRTD and the Illinois Department of Transportation.

Bid documents shall be clearly marked Transit Study: New Routes and Services, and shall be mailed or delivered to Jesica Gentry Schlimme, Executive Director, MRTD, 1320 Melmar Dr, Sparta, IL 62286.

#### **1.4.2 Submittals**

Any Bidder seeking an amendment to these specifications to permit 100% compliance of that Bidder's product/service may submit that request to MRTD. Such requests must be in writing and be received by MRTD no later than November 25, 2024.

MRTD reserves the right to select or reject any or all Proposals for any reason, to waive any informalities in any Proposal received, and to waive minor deviations from the instructions. However, Vendors who submit Proposals that do not follow the instructions or do not provide the information requested within this RFP, may be subject to immediate rejection.

#### **1.4.3 Bid Opening**

At 4:00 p.m. local time (CST) on December 2, 2024. The bids will be publicly opened and read aloud.

#### **1.4.4 Evaluation Process**

The Selection Committee shall evaluate each bid using the criteria described in Section 1.4.5 and may require written clarification to questions raised in the Proposal. This Committee may also ask the top proposers from this process to give them a presentation, which will be evaluated using the same criteria as that used for the proposals.

The Selection Committee will include but not be limited to: MRTD's Executive Director, MRTD's Finance Manager, MRTD's Board President, one additional MRTD Board Member.

#### **1.4.5 Selection Criteria**

The Selection Committee will use the following criteria to evaluate each proposal (and possibly, presentation) to determine which consultant (or consultant team) best meets MRTD's needs:

- 1) **Demonstrated Understanding of and Approach to this Project (20 Pts)**
- 2) **Competence of the Firm, Project Team, Subcontractors, and Any Associate Firms (hereinafter Firm and Project Team) (20 Pts)**
- 3) **Experience of key personnel assigned to the project (15 Pts)**
- 4) **Method or approach to be used to complete the project (20 Pts)**
- 5) **Realistic and Fair Fixed Cost (25 Pts)**

#### **1.4.6 Contract Negotiations and Award**

MRTD shall negotiate with the Consultant who has received the highest score and is considered the most responsive and responsible, and therefore in MRTD' best interests overall. The selected Proposal may or may not reflect the lowest total cost of acquiring the desired services, as described in this RFP, the Proposal, or the Pricing Form. This process will begin only after an evaluation of performance, schedule, standardization, and other factors according to the evaluation procedures specifically set forth in this RFP.

#### **1.4.7 Response(s) to Request(s) for Additional Information**

MRTD may award a contract on the basis of supplemental information submitted in addition to the Proposal at the Selection Committee's request.

#### **1.4.8 Final Selection**

The Selection Committee will tabulate all scores and make an award recommendation to the MRTD' Board of Trustees for their approval. If approved, MRTD will request the Illinois Department of Transportation's (IDOT's) pre-award concurrence.

#### **1.4.9 Execution of Contract**

Once MRTD's Board of Directors approves the award and IDOT concurs, MRTD will send the contract to the successful proposer. The successful proposer shall execute this contract within five working days after receiving the appropriate contract.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1 GENERAL PROVISIONS**

Monroe Randolph Transit District (MRTD) is requesting proposals for undertaking a Route Study to assess current resources and services, and then determine considerations for additional/different routes and services, including an implementation plan.

Contractor shall study the current operation services within the district for logistic and financial efficiency, and determine any alternative routes or services that may increase ridership, increase efficiency, and decrease costs.

The proposal should describe your approach to the Scope of Services Detail (Section 2.4) and contain sufficient detail to enable the Selection Committee to thoroughly evaluate and compare it with other proposals. It should include the following information and any other information you believe is pertinent to this study.

1. Describe your work approach to the tasks and objectives as identified in the Scope of Services;
2. Identify and describe potential route/service structures that may apply and any concepts, techniques, and tools that the team intends to use for this study;
3. Identify data which will allow you to conduct this study;
4. Describe your intended involvement with MRTD staff, including how much help you will want from them to complete this project. Also, describe your intended involvement with interested citizens or groups, as well as neighboring mass transit districts and private transportation providers;
5. Describe all additional subcontracts and associations with other firms that you would use to perform this work. Fully explain each firm's intended working relationships and responsibilities;
6. Provide résumés for each member of your team (including subconsultants).
7. Provide a cost estimate of professional fees to undertake each task outlined in the Scope of Services. This cost estimate should include the following: direct labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses, such as transportation, hotels, per diem for meals, and printing. This cost estimate should also breakdown labor costs, including position, hours, hourly rate of pay, and cost.
8. Provide a list of references for projects similar in scope, which you have conducted in other communities. Please include the dates when these projects were conducted and the implementation status of your project recommendations. You must also provide the completion deadline date and the actual completion date.

Provide 1-3 samples of comparable studies, preferably undertaken by the project manager you are proposing for this project. One copy of each will be sufficient and will be returned to you at your request.

### **2.2 SELECTION PROCESS CALENDAR**

MRTD may schedule interviews and presentations during the weeks of December 9<sup>th</sup> and December 16<sup>th</sup> for firms submitting proposals for this project. These interviews and presentations will allow selected firms to present their proposals and approaches to this project in greater depth.

MRTD will expect the Project Manager to take an active part in making the presentation at the firm's interview. The Project Manager would have day-to-day responsibility conducting this study or very closely supervising others' work during this study's development, if MRTD gives the award to your firm. Your firm may include other key people that you feel will aid in the interview and presentation process.

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

The presentations will be held virtually.

The Selection Committee will likely include the following MRTD representatives:

1. Executive Director,
2. Finance Manager,
3. MRTD Board President,
4. One Additional MRTD Board Member

### **2.3 PROPOSAL SPECIFICS**

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

The Selection Committee reserves the right to reject any or all proposals.

The CONSULTANT shall complete this study's first three tasks (up to completion phase) by March 31, 2025.

All activity shall be completed by September 2, 2025.

The proposer must submit a timeline with their proposal.

### **2.4 SCOPE OF SERVICES DETAIL**

Consultant shall study the current operations services within the district, a two-county mass transit district located along the Mississippi River, covering over 900 square miles, with a combined population of approximately 65,000 residents. Monroe and Randolph County have significant differences in demographics and needs. Each county has a hub from which vehicles are dispatched to serve in the most geographically efficient way. Currently, MRTD operates a primarily demand/response service, providing 14,533 d/r trips in FY24. MRTD also operates two deviated/fixed route services, providing only 663 trips in FY24. MRTD maintains an aged fleet of 17 vehicles with 18 drivers.

The Consultant shall therefore undertake the following tasks to assess current services, determine considerations for additional or changed services/routes, and present an implementation plan:

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

The Consultant shall create a Technical Advisory Committee of key stakeholders, including the MRTD staff, MRTD users, the Board of MRTD, and representatives from both counties, in both leadership roles and citizen roles. The Consultant shall have regularly scheduled Technical Advisory Committee meetings to keep the Committee informed of this study's progress and to solicit its input.

#### **Task 2: Host Kickoff Meetings**

The Consultant shall develop and review this study's overall goals and objectives, scope of services,

coordination and communication protocols, timetable, data requests, and other necessary items to begin the study process with the Technical Advisory Committee. The study kickoff shall include a discussion about the extent and methods of public involvement.

### **Task 3: Review of Current Strategic Plan**

The Consultant shall review any previous transit Strategic Plans and analyze them to determine aspirations for the District that may impact this route study. The Consultant shall document their findings within the Draft and Final Reports.

### **Task 4: Conduct a Route-by-Route Analysis of MRTD's Services**

The Contractor shall conduct a route-by-route analysis of its system, analyzing ridership and performance by route, by county, by time-of-day, and by weekday. This analysis shall assess the performance of the current route alignments and on-time performance. The Contractor shall focus on the issues of ridership, utilization of vehicles and drivers, trip type, trip destination, funding source, deadhead mileage, on time performance and seasonal variation.

### **Task 5: Conduct a Passenger Use/Satisfaction Survey on all of MRTD Transportation Services (Demand/Response, Deviated Fixed)**

The Contractor shall administer, collect, tabulate, analyze, and present the findings of a Passenger Use/Satisfaction Survey on all of MRTD Transportation services (demand/response and deviated fixed). This survey shall elicit information from MRTD's existing riders about their trip origins and destinations, transit travel experiences, travel frequency, attitudes toward existing services, and suggestions for potential service and system improvements.

The Contractor shall create a Draft and Final Baseline Assessment Report describing MRTD's services using information collected from Tasks 3 and 4. The Contractor shall also describe the survey responses on MRTD's riders in the report.

### **Task 6: Assess Transit Demand**

The Contractor shall collect and analyze population demographics in the district to determine the potential and propensity for transit ridership. These demographics shall include, but not be limited to, income and poverty levels, age (particularly students and elderly people), distribution of minority populations, distribution of people with disabilities, levels of auto ownership, and levels of home ownership.

The Contractor shall also collect and analyze land use data that can affect transit ridership. This includes data on current and projected population and employment levels and densities; major traffic generators; key corridors within the district, and travel patterns to, from, and within the MRTD service area.

Moreover, the Contractor shall also look at the number of trip requests that have recently occurred outside of the MRTD Transportation service area. This information can supplement the demographic and land use data.

The Contractor shall portray each of the above population demographics and land use data attributes onto maps of the MRTD service area. These maps shall supplement the written transit demand analysis that the Contractor shall incorporate in the Draft and Final Report.

### **Task 7: Analyze MRTD Vehicle Fleet**

The Contractor shall assess MRTD Transportation current fleet composition with regard to average loading, peak loading, wheelchair lift use, and other factors that can lead to recommendations for future bus fleet needs, including any optional vehicle equipment or features that promote operating efficiency, performance, and rider satisfaction.

The Contractor shall determine how these recommendations would impact existing capital, operating, and maintenance budgets and incorporate these recommendations and findings in the Draft and Final Report.

## **Task 8: Identify and Assess Opportunities for the Development or Modification of MRTD Services**

Based on information collected from the previous tasks, the Contractor shall recommend modifications to existing demand/response and deviated fixed routes; recommend new routes; create route schedules and timetables; create electronic maps of the routes; estimate the labor, capital, and operating costs associated with these transit improvements; identify budget-constrained and unconstrained transit improvements, and identify additional funding streams, if possible. The Contractor shall incorporate this information into the Draft and Final Report. The Contractor shall also provide the proposed route changes to the MRTD in GTFS format, to allow the route changes to be easily downloaded onto Google Transit.

## **Task 9: Write Draft and Final Reports**

The Consultant shall create a Draft Report and a Final Report that incorporates information from all of this study's tasks. The Contractor shall present this information at a Technical Advisory Committee meeting, share the Draft Report with its members, and incorporate their relevant comments into a Final Report. The Consultant shall also provide an editable copy (in .docx format) of the Draft Report to the Manager of Program Support (Planning) at the IDOT's Office of Intermodal Project Implementation for his review and incorporate his relevant comments into the Final Report. The Consultant shall submit a paper and an electronic copy of the Final Report to IDOT's Manager of Program Support (Planning). Moreover, the Consultant shall review any previous transit and development plans and strategic plans, and analyze them to determine what has been tried before, the reasons for success or lack of success for particular projects, and development aspirations for the city and county that may impact this transit plan. The Consultant shall document their findings within the Draft and Final Reports.

### **2.5 Proposal Content**

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

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

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

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

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

#### **3) Qualifications**

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

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

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

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



Provide the address, phone number, email (if available) and contact name for these clients.

Include a brief project description, the project title, duration, budget, sponsoring agency, the sponsoring agency's project manager, and the specific work that individuals proposed for this contract had conducted and the roles that they played.

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

**5) Organizational Staffing Plan**

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

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

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

**7) Required Documents**

Pages 19 – 27 must be included as required documents.

**8) Additional Information**

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

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

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**PROPOSER/BIDDER BUSINESS INFORMATION**

Proposer/Bidder Name: \_\_\_\_\_

Proposer/Bidder Address: \_\_\_\_\_

Proposer/Bidder City, State, Zip Code: \_\_\_\_\_

Proposer/Bidder Phone #: \_\_\_\_\_

Proposer/Bidder Fax #: \_\_\_\_\_

Proposer/Bidder E-Mail Address: \_\_\_\_\_

Proposer/Bidder Business Structure: \_\_\_\_\_  
(Sole Proprietor, Partnership, Corporation, etc.)

Is the Proposer/Bidder certified as a Disadvantaged Business Enterprise (DBE)? Yes \_\_\_ No \_\_\_

If yes, please attach a copy of one of the following documents: 8a certification,  
SDB certification, or  
certification of a DOT recipient

If no, does the Proposer/Bidder's business have any ownership by an individual who is racially a minority or is a female or is otherwise qualified as a disadvantaged business enterprise?

Yes \_\_\_ No \_\_\_ Unsure \_\_\_

If yes or you are unsure, please contact MRTD to receive a copy of our DBE program and an application for DBE certification through the State of Illinois.

**Proposer/Bidder Certification**

I hereby certify that the information provided on this form is true and accurate and that I am the person responsible within my firm for regulatory compliance. I further certify that the above-named proposer/bidder shall comply with the letter and intent of Section 1.2.28 (Disadvantaged Business Enterprise) of this contract.

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

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

Printed Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**NON-COLLUSION CERTIFICATION**

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal/bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer/bidder or potential proposer/bidder.
2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer/bidder or potential proposer/bidder on this project, and will not be so disclosed prior to proposal/bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing/bidding on this project, or to submit a proposal/bid higher than the proposal/bid of this firm, or any intentionally high or non-competitive proposal/bid or other form or complementary proposal/bid.
4. This proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal/bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing/bidding or to submit a complementary proposal/bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal/bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal/bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

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

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

Printed Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**ANTI-LOBBYING CERTIFICATION**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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

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

Printed Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**CUSTOMER REFERENCES FOR PROPOSER/BIDDER**

Reference's Name: \_\_\_\_\_

Reference's Address: \_\_\_\_\_

Reference's City, State, Zip Code: \_\_\_\_\_

Reference's Phone #: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Reference's Address: \_\_\_\_\_

Reference's City, State, Zip Code: \_\_\_\_\_

Reference's Phone #: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Reference's Address: \_\_\_\_\_

Reference's City, State, Zip Code: \_\_\_\_\_

Reference's Phone #: \_\_\_\_\_

The three references listed above are customers of the Proposer/Bidder and have purchased services that are similar in function as the services described in this RFP.

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

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

Printed Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**CUSTOMER EVALUATION QUESTIONNAIRE**

Please describe your firm's and project team's past record of performance on projects similar to this project. Please list 3 projects and their status of implementation.

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Please list the specialized experience and technical competence of your firm and the project team assigned including any subcontractors and associate firms as they relate to the specific needs of this project.

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Please explain how your firm has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to perform them.

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Please describe the familiarity of your firm with the type of problems and potential alternatives applicable to this project.

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Please describe your firm's ability to complete the project within the necessary time frame. Including how your firm will be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and governmental business commitments.

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Please describe how your firm has adequate financial resources to perform the contract, or the ability to obtain them.

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Please answer the above questions as completely as possible. If more space is needed, please feel free to attach additional sheets. The answers above, along with your firm's Proposal and its price, will be used to rate the proposals. If more information is needed, MRTD may contact any vendor directly for clarification.

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**PROPOSAL/BID FORM**

The undersigned shall provide MRTD with the services as defined in Section 2 (Technical Specifications) of this RFP in full compliance with all provisions of this RFP for the total and complete cost of:

**RouteStudy: New Routes and Services**                      \$ \_\_\_\_\_

MRTD will award a contract for this project to the firm whose proposal best meets MRTD' needs. This may or may not be the proposal with the lowest cost. The proposal will be evaluated using the criteria listed in Section 1.4.5.

The undersigned acknowledges receipt of the following amendments to this RFP:

The undersigned has attached the following:

Amendment No.          dated \_\_\_\_\_

Proposer/Bidder Business Information          \_\_\_\_\_

Amendment No.          dated \_\_\_\_\_

Non-Collusion Certification                                  \_\_\_\_\_

Amendment No.          dated \_\_\_\_\_

Anti-Lobbying Certification                                  \_\_\_\_\_

Customer References                                                  \_\_\_\_\_

Customer Evaluation Questionnaire                                  \_\_\_\_\_

(Check documents that are included.)

Should the undersigned be awarded all or any portion of this contract, then the undersigned is fully prepared to execute the contract in the time defined by this RFP and will abide by all terms therein.

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

Printed Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Proposer has satisfied the requirements of the Proposal specification in the following manner (please check the appropriate space):

This project's DBE goal is .62% (<1%).

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

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

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

For Contracts for which there is no subcontracting opportunities:

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

For Contracts where a DBE subcontracting goal is required:

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

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

DUNS No. \_\_\_\_\_

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



NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

### SIGNATURE FORM

By signing this "SIGNATURE FORM" the undersigned bidder certifies that he or she or it is not barred from contracting with MRTD, Illinois because of a violation of Articles 33 or 33E of the Criminal Code of 1961 (720 ILCS 5/1-1 et seq.).

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

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

(If an individual)

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

Business

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

(If a partnership)

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

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

Partnership

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

(Names and Addresses of all members of the partnership)

(If a corporation/LLC)

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

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

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

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

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

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

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

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

49 CFR Part 29  
Executive Order 12549

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or Affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

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

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

\_\_\_\_\_  
Date

# **Transit Study: New Routes and Services Monroe Randolph Transit District**

## **Schedule**

- ADVERTISE, October 22, 2024
- OPEN BIDS 4:00 P.M. (CST) Local time – December 2, 2024
- POSSIBLE INTERVIEWS AND PRESENTATIONS - weeks of December 9<sup>th</sup> and December 16<sup>th</sup>.
- AWARD BID - WITHIN FORTY-FIVE DAYS OF BID OPENING – By January 16, 2024
- CONSULTANT WILL COMPLETE THIS STUDY'S FIRST THREE TASKS (Pg 15) – April 15, 2025
- ALL ACTIVITY WILL BE COMPLETED – September 2, 2025