



Date: November 3, 2008

To: Interested Firm

Subject: Comprehensive Operational Analysis

To whom it may concern:

Find the Request For Proposals (RFP) below. If you download this RFP from the Springfield Mass Transit District (SMTD) website found at www.smttd.org, please notify Ron Stovall, 928 South Ninth Street, Springfield, IL 62703-2497, E-mail: rstovall@smttd.org, or Fax: (217) 789-9819 as soon as possible with your complete contact information as follows:

Name of Interested Firm	_____
Name of Contact Person	_____
Title of Contact Person	_____
Street Address/Post Office Box	_____
City, State, Zip Code	_____
Telephone Number	_____
Facsimile Number	_____
E-mail Address	_____
Website Address	_____
Date of Download	_____

Immediate notification is required to ensure that every Interested Firm receives a copy of Addenda issued for this RFP. Failure to register this download may result in a rejection of the proposal due to non-compliance with Addenda requirements. See page 42 for the Acknowledgement of Addenda form which must be completed and submitted with the RFP.

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

Sincerely,

Linda F. Tisdale

Linda F. Tisdale
Managing Director/Contracting Officer

Springfield Mass Transit District



928 South Ninth Street □ Springfield, IL □ 62703

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS
COMPREHENSIVE OPERATIONAL ANALYSIS

RFP #2008-P02-04-1
Monday, November 3, 2008

SPRINGFIELD MASS TRANSIT DISTRICT
928 South Ninth Street
Springfield, Illinois
(217) 522-6087

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PROPOSAL SCHEDULE
for
COMPREHENSIVE OPERATIONAL ANALYSIS

Monday, November 3, 2008	LEGAL NOTICE / REQUEST FOR PROPOSALS
Thursday, November 13, 2008	PRE-PROPOSAL CONFERENCE. 2:00 PM Central Prevailing Time
Thursday, November 20, 2008	LAST DAY FOR PROPOSERS TO REQUEST CHANGES
Tuesday, December 2, 2008	LAST DAY FOR THE SPRINGFIELD MASS TRANSIT DISTRICT TO RESPOND TO PROPOSERS' REQUEST FOR CHANGES
Thursday, December 18, 2008	PROPOSALS DUE NO LATER THAN 4:00 p.m. Central Prevailing Time

LEGAL NOTICE
and
REQUEST FOR PROPOSALS (RFP)

The Springfield Mass Transit District (SMTD) will receive proposals from qualified transit consulting firms or individuals to complete a Comprehensive Operational Analysis of fixed-route bus service in the City of Springfield, Illinois. Proposals will be received in the SMTD office at 928 South Ninth Street, Springfield, Illinois 62703-2497 in sealed envelopes marked "COMPREHENSIVE OPERATIONAL ANALYSIS" / RFP #2008-P02-04-1" NO LATER THAN 4:00 PM. Central Prevailing Time, Thursday, December 18, 2008. The proposal schedule will allow for a minimum of forty (40) calendar days for proposal submission.

The RFP document package may be obtained from the office of the SMTD, 928 South Ninth Street, Springfield, Illinois 62703-2497 on or after Monday, November 3, 2008, by contacting Mr. Ron Stovall. Interested firms or individuals may also download the RFP document package from the SMTD website (www.smttd.org) or call (217) 522-6087 to arrange for pickup or mailing.

Any agreement resulting from these proposals is subject to financial assistance contracts between and/or among the Springfield Mass Transit District, the United States Department of Transportation and the Illinois Department of Transportation. 69.6% of the total cost of this project is being funded by the United States Department of Transportation, Federal Transit Administration; 8.7% by the Illinois Department of Transportation; and 21.7% by the Springfield Mass Transit District.

The consultant will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations, including but not limited to the EEO clause of Executive Order 11246, as amended and supplemented, dealing with minorities; the EEO clause of 60-250 dealing with disabled and Vietnam veterans; and the EEO clause of 60-741 dealing with handicapped workers.

The Springfield Mass Transit District, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4 and Title 48, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service in consideration for an award.

In order to be eligible to submit a proposal, the proposer must not be included on the United States Comptroller General's Consolidated List of Persons or Firms currently debarred for violation of various public contracts incorporating Labor Standards Provisions.

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

The Springfield Mass Transit District, the United States Department of Transportation and the Illinois Department of Transportation reserve the right to reject any or all proposals and to waive irregularities therein, and all proposers must agree that such rejection shall be without liability on the part of the Springfield Mass Transit District for any penalty brought by a proposer because of such rejections, nor shall the proposer seek any recourse of any kind against the Springfield Mass Transit District because of such rejections, and the filing of any proposal in response to this solicitation shall constitute an agreement of the proposer to these conditions.

Springfield Mass Transit District
928 South Ninth Street
Springfield, Illinois 62703-2497

PART I – PROJECT DESCRIPTION

1.0 SCOPE OF WORK

The Springfield Mass Transit District (SMTD) is requesting proposals from qualified firms (consultants) or consultant teams to undertake a Comprehensive Operational Analysis of its current fixed-route bus system. This analysis should lead to recommendations for service design and improvements for overall system efficiency and operational effectiveness of the operation.

This study should examine all possible alternatives to address the existing service, as well as currently known, but unmet service requests and service requests that are anticipated in conjunction with new areas of community development. In addition, this study should define an on-going methodology for system evaluation and updated performance guidelines.

The consultant should provide assistance with run cutting and run bid preparation to implement the study recommendations that the Board of Trustees adopted.

2.0 PROJECT OVERVIEW

The SMTD Board of Trustees and Staff seek to optimally allocate their system's resources to provide the highest quality of service to the community in order to meet the community's transit needs, maximize ridership, and update an on-going evaluation methodology.

2.1 Background and Current Operating Information

The Springfield Mass Transit District was established in 1968, through referendum vote to serve Springfield, Capital, and Woodside Townships. The voters approved a base property tax levy not to exceed .05%. The base tax levy rate has remained the same for the District's 40 years of operation. The County Board, which appoints the District's Board of Trustees, does not favor a tax increase. The District's operating boundaries have grown slightly since 1968 through small annexations.

The fixed-route daytime service includes 14 regular routes and many additional tripper/helper service routes. On December 3, 2007, the District initiated night service on four regular routes, which a federal grant funded. This grant will likely fund night service through October 2008. SMTD's Board of Trustees has agreed to fund night service from its regular operating budget through June 30, 2009, once the grant funding is depleted.

The 14 regular routes operate Monday through Saturday from 6:00 AM to 6:00 PM. No Sunday service is provided. The night service routes operate Monday through Friday. The first trip begins at 6:45 PM and the last trip leaves at 11:45 PM. The last trip runs until the last passenger is dropped off. Most of the 14 regular day routes have reduced service on Saturday and during off-peak hours on weekdays.

Except for night service, the District is operating the same basic routes that were in place at the time of its inception. As the city has grown, the District has extended the routes and added buses to maintain the transfer schedule. The drivers have indicated that they have increasing difficulty making their schedules under normal circumstances; and it also is impossible to adhere to the schedules if there are delays or riders who are using wheelchairs.

The District maintains a fleet of 55 transit buses. Of the 55 buses, 47 (85.5%) are wheelchair accessible and 47 (85.5%) are operated during peak hour service.

As you can see from the spare ratio mentioned above, the District is not in a position to address any new service requests without taking service away from existing areas. This is exacerbated by the age of the fleet. Currently, 60% of the fleet is eligible for replacement. Six of the buses are twenty-four years old, four are twenty-one years old, nine are nineteen years old, and four are eighteen years old. The District not only struggles at times to rotate buses into the garage for the required inspections, but also takes much more time to inspect its older vehicles than its newer ones. The District's Superintendent of Maintenance says it used to take one mechanic with one armload of parts about six hours to complete an inspection. The 1984 model buses now take two mechanics, a wheelbarrow full of parts and 3-4 days to complete an inspection. We recently completed a minor rehab on the 1984s which we hope that will cut down on repairs. The longer a bus is in the garage for inspection, the fewer the District has available for service.

Ridership for all daytime service for FY07 was 1,275,251 and for FY08 ridership was 1,398,173. Night service has shown steady growth since its inception on December 3, 2007. The consulting firm who assisted with the design of the service indicated that an acceptable ridership to justify maintaining the service was seven to nine riders per revenue hour. The average ridership per revenue hour has grown from 9.51 for December 2007 to 13.09 for August 2008. The performance of each of the four night routes varies. The poorest performing route averaged 5.91 riders per revenue hour for December 2007 and 9.3 riders per hour for August 2008. The best performing route averaged 11.2 riders per hour for December 2007 and 17.6 for August 2008.

Fares for mainline service were last increased on September 1, 2006. Cash fare for those who are five and older is \$1.00 and standard discount passes are 20 rides for \$15.00. Seniors and those with disabilities pay \$.50. However, the Illinois General Assembly recently made it law to provide free rides to those over 65 who reside within the District's boundaries and will be free for people with disabilities who qualify for a Circuit Breaker assistance program beginning October 24, 2008.

The Illinois Department on Aging's Circuit Breaker program provides grants to senior citizens and persons with disabilities to help them reduce the impact of taxes and prescription medications on their lives. When the costs of property taxes and prescription medicines begin to "overload" our seniors and persons with disabilities, this program steps in to help, just as a circuit breaker prevents overloads in an electrical system.

The Circuit Breaker free fare must be extended to anyone in the state who qualifies for this program. Individuals with disabilities who do not qualify for the Circuit Breaker program must still pay \$.50. For convenience, they can purchase a punch pass at 20 rides for \$10.00, which gives them the half fare price. Transfers are free.

2.2 Project Objectives

- 2.2.1 Improve regular and additional services routes.
- 2.2.2 Determine on-time performance and identify causes, if problematic.
- 2.2.3 Revise routes and schedules to optimize quality of service.
- 2.2.4 Determine areas which can be more effectively served by alternatives to the current system design, if any.
- 2.2.5 Identify a methodology for the on-going evaluation of services.
- 2.2.6 Develop a long-range plan to address service demands based upon known, anticipated development.

3.0 RESOURCES

The District will provide all available information and resources, which may facilitate this study, to the successful Consultant. Some of these resources are identified below. The Consultant

should indicate any additional information that may be helpful.

3.1 Ridership Data

All ridership data is manually collected by SMTD's bus operators who have been required to record ridership by trip since October 2007. Prior to October 2007, ridership data was collected by run on a daily basis.

3.2 Regional Planning Commission

The Springfield Sangamon County Regional Planning Commission is the MPO for this area. Their offices are located in Springfield. Any data that the MPO collects will be available for review. The Consultant should give reasonable notice to allow for production of the information. The MPO is in the process of completing a travel demand model update, which is scheduled to be completed in April 2009. Any findings that are available from this study would be available for the Consultant's review. The Land Subdivision Committee of the planning commission reviews all city developments. These reviews will also be available to the Consultant.

3.3 Findings of Previous Study

The last comprehensive operational analysis was completed in 1996. Copies of that report will be made available upon request.

3.4 Financial Data

The District will provide all available funding and budget information.

3.5 Requests for Service

The District can provide a list of active service requests that have not yet been addressed.

3.6 University of Illinois at Springfield Survey

The Student Government and Student Life Department at the University of Illinois at Springfield are in the process of preparing a survey to identify student body needs for transit. Currently, day service is provided to the campus and the route has been in place since service began to the university. Dormitory space has been built

on the campus in the last few years and there are a number of international students and local students living in that housing. The results of this survey should be available by the end of 2008.

4.0 EXPECTATIONS

4.1 Roles of the Consultant and SMTD

This project will be conducted primarily by the consultant, with help from the SMTD and MPO's staff, as needed.

4.2 Work Tasks

The Consultant should complete those tasks as spelled out in its approach to the project, which are negotiated in the final scope of work.

4.3 Reports

The Consultant shall develop draft reports on each task and submit these reports, as they are completed, to the SMTD for committee members' review and comment.

The Consultant shall prepare a Draft Final Report which summarizes all the task reports and includes: an executive summary; narrative description of the work performed; the project objectives met; methodologies used; analyses of the data collected utilizing charts, tables, graphs, and maps; and specific recommendations based on the results of the analysis.

After committee review, the Consultant will prepare a Final Report incorporating comments on the Draft Final Report.

4.4 Meetings

The Consultant shall propose a series of meetings at significant milestones during the study to keep the committee informed and to provide the consultant with sufficient opportunity for information gathering and feedback on the Draft Final Report.

4.5 Presentations

The Consultant shall be available for presentations to the SMTD Board of

Trustees following completion of the Draft Final and Final Reports. The Consultant will conduct public hearings (number to be determined) to present its findings and recommendations to the community.

4.6 Implementation Assistance

The Consultant shall help SMTD staff implement recommendations approved by SMTD's Board of Trustees. This shall include an outline of the sequence and timing for implementing components of the service plan.

4.7 Scheduling/Run Cutting Assistance

Upon adoption of part or all of the service plan by the SMTD Board of Trustees, the Consultant shall design new schedules for revised routes and new service. These schedules shall show pull-out times from the operating facility, departure times from each time-point, designated vehicle blocks, and vehicle pull-in times at the operating facility. These completed schedules shall be divided into a cost-effective run cut which meets the work rule requirements of the labor contract. The run assignments shall indicate run start time, run end time, and possible penalty time payments. The run cut shall be in signable form and be ready for the driver bidding process.

PART II – GENERAL INFORMATION AND REQUIREMENTS

1.0 CONFIDENTIALITY

Between the date and time that proposals are due until the selection of a firm by the SMTD Board of Trustees, no information will be released which may have an adverse impact upon the process or negotiations. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal.

2.0 PROTEST PROCEDURES

All protests in the procurement cycle must contain the following information: (1) Name of Protestor; (2) Solicitation: Contract/RFP Number, Description, or other identifier; (3) Statement of grounds for protest; and (4) all supporting documentation. All protest documents should be sent to the SMTD Managing Director at 928 South Ninth Street, Springfield, Illinois 62703-2497. “Protest/Open Immediately” must appear on the envelope.

Pre-award protests filed in conjunction with the schedule or RFP documents must be filed in writing no less than five (5) working days prior to the submission of proposals. Pre-award protests are to be sent to the Managing Director at the address given above.

Post-award protests must be filed within five (5) working days of the notice of award. Post-award protests are to be sent to the Managing Director at the address given above.

Protests will be reviewed by the Managing Director and Deputy Managing Director who will make a determination. The protesting Proposer, as well as all other Proposers, will be notified by certified mail of the decision within five (5) working days of receipt of the protest. The Federal Transit Administration and the Illinois Department of Transportation will be notified of any protest received on this project.

If the protesting Proposer wishes to appeal the decision of the Managing Director and the Deputy Managing Director, he/she must file an appeal in writing to the Board of Trustees at the District’s address shown above within five (5) working days of the initial decision. The words “Protest/Open Immediately” should appear on the front of the envelope. The Board of Trustees will make a determination on the appeal at its first regularly scheduled meeting following receipt of the appeal. The Board of Trustees' decision is final.

The Federal Transit Administration will entertain a protest of this final decision only under the following three conditions: (1) If the grantee failed to have or to follow its protest procedures; (2) if the grantee failed to review a complaint or protest; and (3) if data becomes available that was

not previously known, or if there has been an error of law or regulation.

These protest procedures will be followed unless the individual specifications/proposal packages indicate otherwise.

3.0 TITLE VI COMPLIANCE

The consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Federal Transit Administration (hereinafter, "FTA"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

4.0 CONTRACT CHANGES

Any proposed change in a contract awarded for this project shall be submitted to the Springfield Mass Transit District and the Illinois Department of Transportation's Division of Public and Intermodal Transportation for its prior approval.

5.0 FINANCIAL ASSISTANCE

The proposed contract is subject to financial assistance contracts between and/or among the Springfield Mass Transit District, The United States Department of Transportation, and the Illinois Department of Transportation.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

The consultant for this Comprehensive Operational Analysis will be required to comply with all applicable Equal Employment Opportunity laws and regulations as follows:

In connection with the execution of a contract for this project, the consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service. The consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, marital status, sexual orientation, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service. Such actions 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 the event of the consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be 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. During the performance of this contract, the consultant agrees as follows:

- 6.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.2 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.
- 6.3 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, marital status, sexual orientation, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 6.4 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 organization or representative of the consultant'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 consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other resources when necessary to fulfill its obligations thereunder.
- 6.5 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.

- 6.6 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.
- 6.7 That it will include verbatim or by reference the provisions of this clause 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 consultant 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 that any subcontractor fails or refuses to comply therewith. In addition, the consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7.0 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 will apply to any agreement awarded for this project. SMTD's aggregate goal for minority and female participation is 3.5 % of all contracting opportunities.

In connection with the performance of this Agreement, the consultant shall cooperate with the SMTD in meeting its commitments and goals with regard to the maximum utilization of DBEs and will ensure that DBEs shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement. It is important to not only identify DBEs but to explain how they will be integrated into the proposed work plan.

It is the SMTD's intent to maximize the utilization of DBEs through its DBE Program. Inclusion of DBE participation shall be accounted for in the proposal evaluation process. The Consultant to whom this contract is awarded shall not substitute another DBE firm for the original listed in the proposal without prior written approval of the SMTD DBE Officer.

8.0 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

9.0 PROHIBITED INTERESTS

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

10.0 FEDERAL CHANGES

The consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of any contract resulting from these bidding documents. The consultant's failure to so comply shall constitute a material breach of the contract.

11.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any third party contractor in connection with the performance of any contract resulting from these bidding documents.

12.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 12.1 The consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C., Section 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR, Part 31, apply to its actions pertaining to this project. Upon execution of any underlying contract, the consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or 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 consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the consultant to the extent the Federal Government deems appropriate.

12.2 The consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307(n)(1), the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the consultant, to the extent the Federal Government deems appropriate.

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

13.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

The SMTD will, in all procurements, comply with the requirements of 49 U.S.C., Section 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

14.0 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS

The consultant shall, at all times, be solely responsible for complying with all applicable local, state, and federal laws, ordinances and regulations in connection with the performance of this contract.

15.0 METHOD OF PAYMENT

The consultant shall invoice the SMTD no more than once every thirty (30) days for the services it has performed during the invoice period. Documentation shall be itemized for all services performed during the billing period. The SMTD will review the documentation submitted with the invoice and will approve the appropriate payment no later than thirty (30) days from the receipt of the invoice.

16.0 ACCESS TO RECORDS/ACCOUNTING RECORDS RETENTION

The consultant shall maintain, for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit

by the Auditor General or the Illinois Department of Transportation (hereinafter "Auditing Parties"); and the consultant agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the SMTD under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

17.0 TERMINATION FOR DEFAULT

- 17.1 The SMTD, by written notice of default to the consultant, may terminate the whole or any part of this contract if the consultant fails to perform the services specified herein or any extension thereof.

If the contract is terminated in whole or in part for default, the SMTD may procure, upon such terms and in such manner as the Board of Trustees may deem appropriate, services similar to those so terminated. The consultant shall be liable to the SMTD for any excess costs for such similar services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the consultant. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the consultant and the subcontractor, and without the fault or negligence of either of them, the consultant shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in a timely manner.

Payment for completed services for the SMTD shall be at the contract price. The SMTD may withhold from amounts otherwise due the consultant for such completed services such sum as the Board of Trustees determines to be necessary to protect the SMTD against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the SMTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- 17.2 With the provision of fourteen (14) day's notice to the consultant, SMTD may terminate this contract if the consultant fails to:
- 17.2.1 Correct or cure any breach of this contract;
 - 17.2.2 Deliver reports or perform the services within the time specified in this contract or any extension;
 - 17.2.3 Make progress so as to endanger performance of this contract.
- 17.3 The consultant shall be paid for services rendered to SMTD's reasonable satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by SMTD, the consultant shall:
- 17.3.1 Stop work on the date and to the extent specified.
 - 17.3.2 Terminate and settle all matters relating to the performance of the terminated work.
 - 17.3.3 Transfer all work in process, completed work, and other material related to the terminated work to SMTD, or approved designee.
 - 17.3.4 The consultant shall be paid for services actually rendered to the termination date.
- 17.4 The consultant shall continue work not terminated.
- 17.5 The rights and remedies of SMTD in this clause are in addition to any other rights and remedies provided by law or under this contract.

18.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (USDOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, 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 this Agreement. The consultant shall not perform any act, fail to perform an act, or refuse to comply with any SMTD requests which would cause the SMTD to be in violation of the FTA terms and conditions.

19.0 ENERGY CONSERVATION

The SMTD and its third party consultant and subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

20.0 CLEAN AIR REQUIREMENTS

- 20.1 The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The consultant agrees to report each violation to the SMTD and understands and agrees that the SMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 20.2 The consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

21.0 CLEAN WATER REQUIREMENTS

- 21.1 The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The consultant agrees to report each violation to the SMTD and understands and agrees that the SMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 21.2 The consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

22.0 INSURANCE REQUIREMENTS

The Consultant shall secure general liability insurance with a single limit liability of at least \$1,000,000 and at least \$3,000,000 in the aggregate which shall include the District and the Illinois Department of Transportation as additional insureds. Consultant shall provide the District and the Illinois Department of Transportation with evidence of this insurance on an annual basis or upon any change of carriers. Any such policy shall provide that the insurance company will give the District and the Illinois Department of Transportation thirty (30) days notice of any cancellation of the policy. Insurance certificates shall be provided and updated at necessary.

Insurance shall remain in force for the entire term of the contract. Cancellation of insurance shall be cause for termination of the agreement.

PART III – INSTRUCTIONS TO PROPOSERS

This RFP represents, in writing to all proposers, the most comprehensive and definitive statement that the SMTD is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of a Comprehensive Operational Analysis. The proposal package is the consultant's opportunity to demonstrate how its firm will best meet the needs of the SMTD, both in the service provided and the cost to provide the service. A well-organized, complete, and compliant proposal package will improve the firm's chances of winning an award.

Any information or understandings, verbal or written, which are not contained either in the RFP or in subsequent written addenda to the RFP, will not be considered in evaluating the proposals.

1.0 DISCLOSURE OF PROPOSALS

Proposals and other materials submitted by proposers which may become part of a contract with the SMTD may be subject to the Freedom of Information Act. SMTD may deny public access to such records or applicable portions thereof that “are trade secrets or are maintained for the regulation of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise”, are “specifically exempted from disclosure by state or federal statute,” or are otherwise exempted from disclosure under the Act. Proposers shall make confidential only those portions of their proposals that they believe are not required to be disclosed under the Freedom of Information Act. SMTD, however, is obligated to disclose information consistent with the requirements of said Act, notwithstanding any such markings made by proposers.

2.0 SUBMISSION OF PROPOSALS

One (1) original and four (4) copies of the proposal are to be submitted in a sealed envelope with the name and address of the proposer clearly visible. Proposals shall not be submitted by facsimile or other electronic transmission. COST/FEES shall NOT be included with the proposal. COST/FEE information will be negotiated during the selection process.

**WARNING: ELECTRONIC PROPOSALS AND/OR CD-ROM SUBMITTALS
WILL NOT BE ACCEPTED.**

Due to the nature of this solicitation, a complete written proposal with supporting information and documentation is required as the only acceptable proposal submittal.

The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials. The proposal envelope shall be labeled "COMPREHENSIVE OPERATIONAL ANALYSIS / RFP #2008-P02-04-1."

3.0 PROPOSAL DELIVERY AND DUE DATE

All proposals must be received by the SMTD no later than 4:00 P.M. PREVAILING CENTRAL TIME ON THURSDAY, DECEMBER 18, 2008. It is the responsibility of each proposer to ascertain that its proposal is received by SMTD by the specified deadline. Proposals received after that date and time will not be accepted and will be returned unopened to the submitting firm.

The proposal envelope shall be delivered by the appropriate date and time to:

Ron Stovall (RFP #2008-P02-04-1)
Springfield Mass Transit District
928 S. Ninth Street
Springfield, IL 62703-2497

4.0 CONTACT PERSON / RFP QUESTIONS

The contact person for this project is Mr. Ron Stovall. Written questions should be directed to Mr. Stovall at the address shown above. The RFP number shall appear on the envelope. Any new information to be issued by SMTD, replies to questions, and/or addenda/amendments to the RFP will be provided in writing to all solicitation holders. Questions received via facsimile, e-mail, or by telephone, will be answered only in writing and both the question and the answer will be shared with all solicitation holders.

5.0 PRE-PROPOSAL MEETING

There will be a pre-proposal meeting for all interested firms. This meeting is scheduled for Thursday, November 13, 2008, 2:00 p.m. Prevailing Central Time. WHILE ATTENDANCE IS NOT MANDATORY, IT IS STRONGLY RECOMMENDED.

6.0 PROPOSAL PREPARATION COSTS

No payment will be provided by the SMTD for any of the information provided in response to this solicitation.

7.0 PROPOSAL POSTPONEMENT AND AMENDMENT

The SMTD reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be furnished to the proposer's last known address by certified, return-receipt requested mail delivery through the United States postal system or by a traceable selected courier service at the discretion of the SMTD. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the opinion of SMTD, shall enable the proposers adequate time to revise their proposals. In any case, a revised proposal submission date shall be at least five (5) calendar days after the last addendum issued, and the addendum shall include an announcement of the new date, if applicable, for submission of the revised proposals.

Addenda and/or amendments to the RFP, after receipt of the proposals, shall be offered only to those proposers who qualify by having submitted proposals by the date and time required for proposal submittal.

8.0 REQUIRED PROPOSAL CONTENT AND FORMAT

The submitted proposal must include the required contents and follow the format outlined below. There is no page limitation in document size, but any information submitted by the Proposer is expected to be concise and relevant to the RFP and Project. PROPOSALS THAT DO NOT FOLLOW THE LISTED FORMAT, OR FAIL TO INCLUDE THE REQUIRED MATERIAL MAY BE REMOVED FROM CONSIDERATION. Each copy of the Proposal must be complete.

8.1 Cover Letter

The Cover Letter shall be brief, signed by a person who is authorized to commit the Consultant to perform the scope of services included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person.

8.2 Understanding of the Project

A demonstration of the Consultant's understanding of the scope of services, summarizing the key tasks to be undertaken and explaining how the objectives of the study will be addressed and fulfilled. The Consultant may wish to make

alternate proposals for approaching various tasks/sub-tasks, to suggest additional sub-tasks which would prove valuable to the study, or make suggestions as to which sub-tasks could be deleted without jeopardizing the accuracy of usefulness of the overall study.

8.3 Approach to the Project

Include a detailed work plan, which addresses all elements of the scope of service, and describes and justifies the consultant's proposed and/or recommended approach to each task.

8.4 Experience and Qualifications of the Firm

Provide a description of the consulting firm and subconsultant and a statement of the firms' qualifications to perform studies of this type. Include a list of similar studies undertaken by the consultant and subconsultant with corresponding project descriptions, start and end dates, and contact persons and telephone numbers for reference. Contact information for all references shall be up to date. If a reference cannot be obtained due to the lack of accurate contact information, or the contact was not directly involved in the project, the points given shall be adjusted accordingly for this category.

Provide a list of project personnel (consultant and subconsultant) including an organizational chart and resumes. Specify the percent of time each staff member is expected to spend on the project.

Provide references for the project leader and the staff member(s) programmed to do the majority of the work on this study. The references shall be for similar studies and shall include contact persons, addresses, and telephone numbers.

8.5 Project Schedule

The schedule should outline the time from the Notice to Proceed to the submittal of the Final Report. The schedule should indicate the estimated starting and completion dates of each task, major reports, meeting dates, and other significant terms.

8.6 Cost Proposal

Provide a summary tabulation, on a cost plus fixed-fee basis, showing the staffing plan, estimated requirements and costs for each task. Include the following:

- a) Estimated Actual Costs:
 - 1) Direct Labor – itemized by hourly direct salaries and estimated hours
 - 2) Overhead – as a percent of direct salaries
 - 3) Other Direct Costs – travel, lodging, meals, sub-contracting, report printing, etc.

9.0 OTHER COMMENTS AND INSTRUCTIONS

9.1 Right of Selection/Rejection

The SMTD reserves the right to:

- 9.1.1 Reject any and all proposals. Proposers 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;
- 9.1.2 Reject any or all proposals not in compliance with all public and/or SMTD procedures and requirements;
- 9.1.3 Select proposal(s) which appear to be in the best interest of the SMTD;
- 9.1.4 Waive any or all irregularities in proposals submitted;
- 9.1.5 Award any or all parts of any proposal; and
- 9.1.6 Not award or postpone awards of contracts to any selected firms during the contract term.

10.0 SINGLE PROPOSAL RESPONSE

If only one (1) proposal is received in response to this RFP, a detailed cost breakdown will be required from the single proposer. A cost analysis and evaluation and/or an audit of the cost breakdown will be performed through SMTD to determine if the price is fair and reasonable.

11.0 PROPOSAL MISTAKES OR WITHDRAWAL

A proposer who seeks to rescind his/her proposal or correct an error in his/her proposal may do so no later than two business days prior to proposal opening.

After the proposals are opened, they may not be withdrawn for ninety (90) calendar days. Prior to the date and time set for the proposal opening, however, proposals may be modified or withdrawn by the Proposer's authorized representative in writing (does not include facsimile, telegram, e-mail, or any other form of electronic communication). The written notification is to be an original document, on Firm letterhead, and signed by an authorized representative of the Firm.

12.0 ADDENDA AND REQUESTS FOR CLARIFICATION

Requests for interpretations or clarifications shall be made in writing by the date shown on the RFP Schedule. Only requests made in writing will be considered. All responses will be returned to all document holders by the date shown on the RFP Schedule.

13.0 RESPONSIVE PROPOSALS/PROPOSER'S QUALIFICATIONS

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

The proposer is expected to refrain from knowingly undertaking collaboration or representation that will create a conflict with SMTD and to inform the Board of Trustees and/or Managing Director promptly of any conflict that develops or they become aware of during the course of their work with the SMTD.

The proposer agrees to provide SMTD additional information, or to clarify or supplement information already furnished, including, but not limited to information relating to its past performance, its plan for performing the requirements of the Agreement, investigations,

indictments, convictions, the proposer's safety practices, and record and financial conditions. The proposer agrees to permit the SMTD to conduct site visits.

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

The proposer shall also be required to secure any necessary insurance policies or necessary licenses, permits, or certificates, required by any legislative or regulatory body with jurisdiction of the subject matter and may be required to furnish evidence of same.

14.0 TERM OF AGREEMENT

The term of the agreement will be negotiated. The successful firm will be expected to commence the provision of services immediately upon full execution of an agreement.

PART IV – PROPOSAL EVALUATION AND SELECTION PROCESS

1.0 EVALUATION AND SELECTION/AWARD PROCESS

Evaluations will be conducted by a committee selected by and including the Managing Director of the SMTD. Proposers shall provide complete and concise contact information, including the name of the interested firm, the name of the authorized company representative, the appropriate mailing address, telephone number(s), fax number(s), e-mail address, and any other pertinent contact information.

The SMTD will make the award to the proposer who has demonstrated that he/she can most effectively represent the interests of the SMTD. The successful proposer shall possess the ability to perform successfully under the terms and conditions of a proposed agreement.

The RFP represents, in writing to all proposers, the most comprehensive and definitive statement that the SMTD is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of contract services. Any information or understandings, verbal or written, which are not contained either in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals.

In order to be eligible for an award of a contract and notwithstanding its relative qualifications for purposes of the evaluation criteria and in other respects, the proposer must demonstrate to the SMTD's satisfaction that it is in all respects a responsible party, i.e., that it has the integrity, skill, and experience to faithfully perform the Agreement and the necessary facilities and financial resources to perform the services in accordance with the Agreement documents, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The SMTD is seeking the highest quality, most professional services available. The consultant will be selected as the result of a three phase process.

In the first phase, firms will be evaluated on the basis of their written proposals. During this phase at least three firms will be selected for interviews.

In the second phase, the selected firms will be interviewed and oral presentations will be expected from the project leader and staff performing the majority of the work. The interviewed firms will be prioritized.

In the third phase, a precise scope of work agreement and costs will be negotiated with the highest priority firm, within the funds budgeted for this study. If a work/cost agreement cannot be negotiated with the first firm, the committee will turn to the second priority firm for service/cost negotiations, and so forth.

At any time during any phase, the SMTD, on advice from the committee, may elect to reject all proposals, rewrite the scope of services, and seek new RFPs from all firms.

While the cost of this process is certainly a very important factor in this procurement, it will not be the sole basis on which proposals are evaluated. In the first and second phases, proposals and interviews will be evaluated by the committee based upon the following criteria:

- ✧ Demonstrated understanding of the Project,
- ✧ Approach to the Project,
- ✧ Experience and Qualifications of the Firm,
- ✧ Project Schedule, and
- ✧ Project cost.

2.0 PRELIMINARY REVIEW

Members of the committee will individually review and score each proposal. A composite score will be determined from this review. The committee will invite three or more of the higher scoring firms to make an oral presentation to further demonstrate the firm's qualifications to perform the services and its understanding of the project.

3.0 INTERVIEWS

The committee will individually score the interviews. The committee will complete its final scoring based upon additional information gathered during the interview process. Negotiations will begin with the proposer receiving the highest composite score based upon the weighted formula.

A composite score of the committee members will determine the firm with which the committee will continue with cost/fee negotiations. The composite score is the total score from the initial evaluation combined with the score from the interviews. If an agreement, acceptable to the SMTD, cannot be reached with this Proposer, negotiations with this Proposer will be terminated and the committee will begin negotiations with the next highest scoring proposer and the negotiation process will be repeated.

4.0 SELECTION

When a tentative agreement is reached, it will be submitted to the SMTD Board of Trustees for consideration. The final decision for the award of a contract will be made by the SMTD Board of Trustees.

5.0 CLARIFICATION OF PROPOSALS

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

6.0 BASIS OF AWARD

The award of a contract will be made to the highest scoring firm. Points will be assigned to the information provided in response to the following: description of qualifications, background of personnel to be assigned, references for the firm, proper licensing, and cost proposals.

PART V – ATTACHMENTS

The forms provided in this section should be completed and included in the proposal package, including the ACKNOWLEDGEMENT pages. Note that there are separate acknowledgement forms for sole proprietorship/partnership and corporations.

Also, the forms that will be used by the evaluation committee in the evaluation process are included for your review, as follows:

- Proposal Qualifications Individual Scorer Evaluation;
- Proposal Qualifications Evaluation Summary;
- Individual Reviewer Interview Evaluation;
- Group Interview Evaluation Summary;
- Combined Group Evaluation Summary;
- Request for Proposal Deviation;
- Acknowledgement of Addenda;
- Signature Page;
- Noncollusion Affidavit;
- Certification of Lower-Tier Participants Regarding Debarment,
Suspension, and Other Ineligibility and Voluntary Exclusion;
- Responsible Bidder Ordinance Certification of Compliance;
- Prevailing Wage Ordinance Certification of Compliance;
- Certificate of Power of Execution;
- Certification Regarding Lobbying – Certification for
Contracts, Grants, Loans, and Cooperative Agreements;
- Acknowledgment (Individual/Partnership);
- Acknowledgment (Corporation);
- Disadvantaged Business Enterprises (DBE) Approval Certification; and
- Offer/Award.

PROPOSAL QUALIFICATIONS INDIVIDUAL SCORER EVALUATION

Solicitation: Springfield Mass Transit District -- Request For Proposals #2008-P02-04-1Project: COMPREHENSIVE OPERATIONAL ANALYSIS

Date: _____

Proposals shall address the following issues:

CATEGORIES	RATING (1-10)		WEIGHT		TOTAL
1. Demonstrated understanding of and Approach to the Project	_____	x	30 %	=	_____
2. Experience & Qualifications of the Firm	_____	x	30%	=	_____
▫ Firm background & Related Experience					
▫ Personnel to be Assigned					
▫ References					
3. Project Schedule	_____	x	20%	=	_____
4. Fee/Cost	_____	x	20%	=	_____
GRAND TOTAL:					= _____

Instructions for the Reviewer:

Rate each firm on a scale of 1-10, with 10 being the highest, in each category. Enter the number under "Rating." Multiply the rating by the predetermined weight for each category, and enter the total. Add all totals to establish the grand total. The designated person will combine all of the totals for those participating in the evaluation. The preassigned weights are established with a maximum of 10 points for each category.

Reviewer: _____ Firm: _____

PROPOSAL QUALIFICATIONS EVALUATION SUMMARY

FIRMS	A	B	C	D	E	F	G	H
Reviewer 1								
Reviewer 2								
Reviewer 3								
Reviewer ____								
Reviewer ____								
Grand Totals								

List the top-ranked firms to be interviewed.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

INDIVIDUAL REVIEWER INTERVIEW EVALUATION

Solicitation: Springfield Mass Transit District -- Request For Proposals #2008-P02-04-1

Project: Comprehensive Operational Analysis

Date: _____

Firms invited to interview for the project should be prepared to address the following issues.
Questions can be expanded upon as appropriate.

CATEGORIES	RATING (1-10)		WEIGHT		TOTAL
1. Demonstrated Understanding of and Approach to the Project	_____	x	35%	=	_____
2. Experience & Qualifications of the Firm	_____	x	35 %	=	_____
▫ Firm background & Related Experience					
▫ Personnel to be Assigned					
▫ References					
3. Project Schedule	_____	x	30 %	=	_____

GRAND TOTAL: = _____

Instructions for the Interviewer:

Rate each firm on a scale of 1-10, with 10 being the highest, in each category. Enter the number under "Rating."
Multiply the rating by the predetermined weight for each category, and enter the total. Add all totals to establish the
grand total. The designated person will combine all of the totals for those participating in the evaluation. The
preassigned weights are established with a maximum of 10 points for each category.

Interviewer: _____ Firm: _____

GROUP INTERVIEW EVALUATION SUMMARY

FIRMS	A	B	C	D	E	F	G	H
Interviewer 1								
Interviewer 2								
Interviewer 3								
Interviewer ____								
Interviewer ____								
GRAND TOTALS								

List the firms in order of their ranking AFTER the interview.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

COMBINED GROUP EVALUATION SUMMARY
Technical Proposal Qualifications Evaluation Summary + Group Interview Evaluation Summary

FIRMS	A	B	C	D	E	F	G	H
Reviewer / Interviewer 1								
Reviewer / Interviewer 2								
Reviewer / Interviewer 3								
Reviewer / Interviewer _								
Reviewer / Interviewer _								
GRAND TOTALS								

List the firms by ranking AFTER the COMBINED GROUP EVALUATION SUMMARY.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

REQUEST FOR PROPOSAL DEVIATION

Complete this form for each condition, exception, reservation, or understanding (i.e., deviation) in the proposal. See PROPOSAL SCHEDULE, page 7 of this RFP, for the due date of all requested Proposal Deviations.

Deviation No.: _____ Proposer: _____

Solicitation Ref. No.: _____ Page: _____ Section: _____

Complete Description of Deviation _____

Rationale (Pros and Cons) _____

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered unresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Proposer: _____
Name

Street Address

City, State, Zip Code

Authorized Signature

Title

Telephone Number

Facsimile Number (FAX)

E-Mail Address

SIGNATURE PAGE

THE UNDERSIGNED agrees to be bound by all applicable federal and state laws and regulations, the accompanying specifications and the Springfield Mass Transit District policies and procedures.

THE UNDERSIGNED, by submitting a proposal, represents that:

- a. The proposer has read and understands the specifications.
- b. Failure to comply with any terms of the Request For Proposals may disqualify the proposer as non-responsive.

THE UNDERSIGNED certifies that this Proposal has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

THE UNDERSIGNED certifies that all addenda to this Request For Proposal (RFP) have been received and duly considered:

WE, THEREFORE, OFFER AND MAKE THIS PROPOSAL FOR A COMPREHENSIVE OPERATIONAL ANALYSIS AS INCLUDED IN THE REQUEST FOR PROPOSALS.

Name of firm

Address of Firm

City, State, Zip Code

Telephone: _____ Fax: _____ E-mail: _____

Signature of Authorized Official. If partnership, signature of one partner.

Printed Name of Authorized Official

Federal Tax Identification Number

NONCOLLUSION AFFIDAVIT

STATE OF)
)
COUNTY OF) IMPORTANT; This affidavit
) must be properly completed and
) submitted with all proposals

_____, being first duly sworn, deposes and says that

he/she is _____ of
Sole Proprietor, Partner, President, etc.

_____, the bidder
Name of Company

submitting this proposal, that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such proposal is genuine and not collusive or sham and that said proposer has not been a party to any agreement or collusion among proposers or prospective proposers in restraint of freedom of completion by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Springfield Mass Transit District or of any proposer or anyone else interested in the proposed contract.

Signature of Authorized Official

Printed Name of Authorized Official

Date

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__.

Notary Public
(Seal)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor and/or subcontractor under a major third party contract),

_____ certifies, by
submission of this proposal, that neither it nor its principals are presently debarred, suspended,
proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any Federal department or agency.

If the Contractor and/or subcontractor under a major third party contract is unable to certify to any
of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE CONTRACTOR AND/OR SUBCONTRACTOR UNDER A MAJOR THIRD PARTY
CONTRACT), _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C SECTIONS 3801 ET SEQ. ARE
APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

The undersigned chief legal counsel for the _____
_____ hereby certifies that the individual signing above has
authority under State and local law to comply with the subject assurances and that the certification
above has been legally made.

Signature of Applicant's Attorney

Date

CERTIFICATION OF COMPLIANCE
RESPONSIBLE BIDDER ORDINANCE

WHEREAS, the Springfield Mass Transit District ("District"), from time to time, prepares specifications, advertises, and awards bids for the construction of various projects, or for the provision of services directly to the residents of the said District; and

WHEREAS, the Board of the said District desires to award the contracts for the construction of such projects, or for the provision of such services, to the lowest responsible bidder in accord with the applicable state and federal law; and

WHEREAS, the said Board believes that it is the obligation of the Transit District to comply with the various laws, both state and federal, which protect the health, safety, and welfare of the workers who are employed in the construction of its projects, or the provision of services to the residents of the District, and it is further the obligation of the District to encourage those to whom such construction or services contracts are awarded to comply with such statutes as well, and it is further the obligation of the District to encourage those to whom construction or service contracts are awarded to develop and maintain apprenticeship and training programs in order to provide a pool of qualified and skilled workers in the Springfield area; and

WHEREAS, the Board of the said District desires to adopt ordinances and follow practices and procedures designed to ensure, to the maximum extent possible, that those with whom it contracts, comply with the said state and federal statutes, and provide or participate in apprenticeship and training programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Springfield Mass Transit District as follows:

1. That from and after the passage and approval of this ordinance, all specifications for the construction or substantial renovation of any building, shelter, parking lot, or other capital project, or for the provision of services directly to the residents of the said District, shall include a requirement that any person, firm, corporation, or other entity submitting a bid shall include a complete, accurate, and truthful listing and description of all decisions, determinations, judgments, or other findings within the past two years of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, OSHA, FMLA, FLSA, ADA, ADEA, NLRA, the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, against it or any entity with whom it is submitting the bid, including joint venturers and partners, and also including parent and subsidiary corporations

or entities, and shall further include documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Board of the District may waive the Apprenticeship requirement if the bidder is in an industry where no such program is available. If the bidder does not have any decisions, determinations, judgments, or other findings against it as aforesaid, it shall include a statement to that effect with its bid.

2. That any bidder who willfully fails or refuses to include the information required in Paragraph One, or whose report is substantially incomplete, inaccurate, or untruthful, shall be disqualified and its bid rejected.
3. That the Board may reject any bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:
 - A. That there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the bidder has violated such a statute or regulation, and that such violation was:
 - i. found to have been part of a pattern of similar violations, or
 - ii. one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or
 - iii. classified by an agency of the state or federal government as serious, or
 - iv. one which threatened the health or safety of the workers employed by the bidder, or
 - v. one resulting in the payment of back wages and benefits of \$10,000 or more, or
 - vi. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.

- B. That the bidder and its employees do not actively participate in an apprenticeship and training program as aforesaid.
4. That any person, firm, corporation, or other entity seeking to submit bids for any project of, or for the provision of services to the residents of the said District as herein described, which has been disqualified or had its bids rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the bid which is then currently before the Board for consideration, shall be debarred from submitting further bids for such District projects for a period of one year following the rejection of the bid then currently being considered by the Board.

By signature below, the Bidder/Proposer, _____,
agrees to comply with this Responsible Bidder Ordinance and further certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION OF COMPLIANCE
PREVAILING WAGE ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

WHEREAS, the aforesaid Act requires that the Springfield Mass Transit District of the City of Springfield investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said municipality employed in performing construction of public works, for said Springfield Mass Transit District.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE SPRINGFIELD MASS TRANSIT DISTRICT.

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public work," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Springfield Mass Transit District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Sangamon County area as determined by the Department of Labor of the State of Illinois as of July 2008, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Springfield Mass Transit District. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2. 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 of the Springfield Mass Transit District to the extent required by the aforesaid Act.

SECTION 3. The Springfield Mass Transit District Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Springfield Mass Transit District this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4. The Springfield Mass Transit District Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5. The Springfield Mass Transit District Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6. The Springfield Mass Transit District Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

The SMTD's Board of Trustees passed this Ordinance on the 19TH DAY OF JUNE, 2006.

BY SIGNATURE BELOW, THE BIDDER/PROPOSER, _____,
AGREES TO COMPLY WITH THIS PREVAILING WAGE ORDINANCE AND FURTHER
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH
STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATE OF POWER OF EXECUTION
Authorization of Bidder

The undersigned, an _____ of
(officer, partner, proprietor etc.)

(name of company)

a _____
(corporation, partnership, proprietorship)

having its principal office or registered agent at _____,
hereby certifies that the Company has duly authorized by appropriate action and/or hereby does
nominate, constitute, appoint and authorize _____
(name of individual signing document)

with full power to act _____, on behalf of

_____, and thereby to make, execute, seal and deliver on
(alone or in conjunction with another person)

its behalf as CONTRACTOR and as its act and deed any and all proposals, contract proposals,
contracts, change orders, monthly and final payment certificates and other like instruments. Such
proposals, contract proposals, contracts, change orders, monthly and final payment certificates and
other like instrument shall be binding upon said company as fully and to all intents and purposes as
if such instruments had been duly executed, acknowledged and delivered by the authorized officers
of the company when executed, by the aforementioned person(s).

Company

Signature, Title

Date

ATTEST:

Notary Public (if proprietorship); Secretary of Corporation
(if corporation); or Partner (if Partnership)

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS
49 CFR Part 20

The undersigned 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 any agency, a Member of Congress, an office 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 Federal Regulation 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. Section 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be 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. Section 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. Section 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.

Signature of Contractor's Authorized Official

Printed Name of Contractor's Authorized Official

Title of the Contractor's Authorized Official

Date

STATE OF ILLINOIS)
) SS
COUNTY OF)
)

Given under my hand and notarial seal, this _____ day of _____, 2008.

(SEAL)

ACKNOWLEDGMENT
Corporation

STATE OF ILLINOIS)
) SS
COUNTY OF)
)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____, and
_____, of _____, a
corporation, who are each personally known to me appeared before me this day in person and
severally acknowledged that they signed, sealed and delivered the foregoing instrument as their
free and voluntary act as officers of the corporation identified above as the Consultant, and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2008.

My Commission Expires:

Notary Public

(SEAL)

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
APPROVAL CERTIFICATION

I hereby certify that the Proposer/Bidder has complied with the requirements of 49 CFR Part 23.67, Participation by Disadvantaged Business Enterprises (DBE) in the United States Department of Transportation (USDOT) Programs, and that our goals have not been disapproved by the Federal Transit Administration (FTA).

Signature of the Proposer's/Bidder's Authorized Official

Printed Name of the Proposer's/Bidder's Authorized Official

Title of the Proposer's/Bidder's Authorized Official

Date

OFFER

By execution below, the Consultant hereby offers to furnish the services as indicated herein, and to comply with the requirements in the proposal documents as well as with all applicable laws.

Company Name

Street Address

City, State, Zip

Signature of Authorized Official

Title

Phone

AWARD

By execution below the Procuring Agency accepts offer as indicated above.

Contracting Officer:

Linda F. Tisdale

Date of Award

RFP #2008-P02-04-1

Proposals are Due NO LATER THAN 4:00 PM Central
Prevailing Time on Thursday, December 18, 2008

END OF REQUEST FOR PROPOSALS #2008-P02-04-1