

INVITATION FOR BIDS (IFB) - OPERATION UPLIFT -

CITY OF DECATUR, ILLINOIS

Bids are hereby requested by the City of Decatur, Illinois, ("City") for an Agreement with an operator(s) of taxicabs to provide rides to disabled passengers who have been certified by the Decatur Public Transit System (DPTS) under its Operation Uplift program. The Contractor must agree to accept fare subsidy payments from the City for rides that it provides to Operation Uplift riders.

The Agreement is not intended to include the City's purchase of transportation services from the bidder(s). Rather, the Agreement is intended to establish a cost effective method of paying fare subsidies to people with disabilities who choose to use the paratransit services of licensed, private vendors. Through this Agreement the City will pay fare subsidies directly to the successful bidder(s) for all eligible rides provided by the bidder(s), in lieu of fare subsidy reimbursements to each individual Operation Uplift rider, for each eligible ride.

- 1.0 SUBMISSION OF BIDS** - Sealed bids will be received until **4:00 p.m. (Central Time) on April 2, 2010**, at the following office:

**Decatur Purchasing Division
#1 Gary K. Anderson Plaza, Ground Floor
Decatur, Illinois 62523**

All bids, either mailed or hand delivered, must be received at that address by the deadline stated above. The bidder must submit his/her bid in a sealed envelope or box that is clearly marked with the words: **Bid for Operation Uplift**.

The bidder must submit the original and one (1) copy of his/her bid. The responsibility for submitting the bid is solely and strictly that of the bidder. The City shall in no way be responsible for delays in the delivery of bids.

- 2.0 PUBLIC BID OPENING** - Bids shall be opened in public at 4:15 p.m. on April 2nd in the office of the Mass Transit Administrator, at the address shown below in Section 4. Their content, including documents marked proprietary, shall be made public for the information of bidders and any other persons who are interested.
- 3.0 BID POSTPONEMENT AND AMENDMENT** - The City reserves the right to postpone the deadline for submitting bids and the opening of the bids, and to revise or amend the specifications at any time up to the deadline for submitting bids. Such changes, revisions and amendments, if any, shall be announced to each prospective bidder by written addenda to this IFB. Bidders are requested to contact the Mass Transit Administrator if, upon review, material errors in the specifications are found. Errors must be pointed out before the deadline for submitting bids to allow time for review and subsequent clarifications on the part of the City. In any case, the deadline for submitting bids shall be at least seven

(7) calendar days after the last amendment is issued, and the amendment shall include an announcement, if applicable, of the new deadline for submitting bids.

- 4.0 REQUESTS FOR ADDITIONAL INFORMATION** - Bidders requiring additional information may contact the Decatur Public Transit System directly. The Mass Transit Administrator will gladly respond to all of your questions, and supply any information you require. Requests for additional information or clarification of specifications should be received in writing at least ten (10) days before the bidding deadline to allow time for response to the request. All contacts should be directed to:

Paul McChancy, Mass Transit Administrator
Decatur Public Transit System
555 East Wood Street
Decatur, Illinois 62523

Phone: (217) 424-2820
FAX: (217) 424-2818
E-mail: PMcChancy@decaturil.gov

The Mass Transit Administrator will send all requests for information and his responses in writing to all known potential bidders so that all parties have the same information. Any spoken communication given is not binding upon the City until it is communicated in written form.

- 5.0 FUNDING AND TERMS** - Any Agreement resulting from this IFB is subject to financial assistance contracts between the City and the Illinois Department of Transportation (IDOT), and between the City and the U.S. Department of Transportation, Federal Transit Administration (FTA). This Agreement shall be governed by all applicable federal, state and local regulations, and shall be in accordance with the terms and conditions set forth in this IFB. Acceptance of any bid is subject to concurrence by IDOT and FTA.

- 6.0 BACKGROUND AND DESCRIPTION** - DPTS provides public transportation service to over 86,000 people in the Decatur area. The service area of about 53.3 square miles includes all of the City of Decatur plus areas outside of the City that are within 3/4 mile of a DPTS bus route. The service area includes most of the Village of Forsyth and part of the Villages of Harristown and Long Creek. Approximately 15% of the population is composed of minority persons.

Transit services are provided Monday through Saturday, except 6 major holidays, from 5:30 am until 7:15 pm. DPTS provides fixed route public transportation using its fleet of 25 buses and two trolley replica coaches. DPTS also provides door-to-door paratransit services, called Operation Uplift, for people with disabilities who are unable to use the fixed route bus system. Under Operation Uplift, DPTS uses 6 wheelchair accessible vans that it owns and operates, and it currently contracts with the only local taxicab company to provide transportation for people with disabilities who do not require a wheelchair accessible van. In 2009 the fixed route bus system carried over 1.24 million passengers and Operation Uplift provided 34,142 trips -- the DPTS vans transported 21,968 passengers and the taxicab company provided 12,174 rides. The numbers of riders fluctuate each year; the City cannot guarantee the number of Operation Uplift riders who will choose to use taxicabs.

7.0 SCOPE OF SERVICES - The City wishes to contract with one or more operators of taxicabs to provide rides to disabled passengers who have been certified by the Decatur Public Transit System (DPTS) under its Operation Uplift program. The Contractor must agree to accept fare subsidy payments from the City for rides that it provides to Operation Uplift riders. The selected Contractor shall be required to provide the following services: *(see the Appendix for the full scope of services)*

- provide door-to-door transportation throughout the DPTS service area, on the same days and times as the DPTS buses are scheduled to operate;
- accept requests for rides and dispatch drivers to provide such rides;
- collect a set portion of the fares for trips from the riders and invoice the City for the remainder of the fares; and
- keep all records necessary to permit evaluation of the Contractor's performance.

8.0 AGREEMENT LENGTH - The term of the Agreement shall be a five year period, beginning on June 1, 2010 and ending on May 31, 2015.

9.0 PREPARATION OF BIDS - All bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk. Each bidder must furnish the information required by this IFB and bidders must sign and submit all bid forms, certifications, and affidavits. Erasures or other changes of entries made by the bidder must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to the City.

The City reserves the right to waive any minor informalities or irregularities in received bids which do not go to the heart of the bid or prejudice other bidders. The City reserves the right to accept any bid or any part or parts thereof or to reject any and all bids submitted. Conditional bids, or those that have taken exception to the specifications, will be considered non-responsive and will be rejected. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a bid submission may be cause for its rejection.

10.0 REQUIRED BID CONTENTS AND FORMAT - The submitted bid must include the required contents and follow the format outlined below. (Instructions for each exhibit are provided.) There is no page limitation in document size, and graphic illustrations may be included in the document. However, any information submitted is expected to be relevant to this IFB. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or the same format, shall be used to provide a uniform response to the information requested. **Bids that do not follow the listed format, or fail to include the required material, may be removed from consideration.** Each of the following items must be included in each submitted bid in sufficient detail to enable the City to make a determination as to the responsiveness of the bidder. Please make certain that all items are completed and labeled as instructed.

10.1 COVER LETTER: On company letterhead briefly introduce your firm. Provide the name of your contact person with his/her telephone and facsimile (FAX) numbers. This letter must be signed by an individual authorized to commit the firm's personnel and financial resources to the project, and to execute legal documents for the company.

The City encourages Disadvantaged Business Enterprise (DBE) participation for this project. It is the policy of the City to support and encourage participation of DBEs in the utilization of programs, activities, and contracting opportunities funded in whole or in part by the United States Department of Transportation in accordance with the regulations contained in 49 CFR Part 23, as amended. DBEs consist of small business concerns which are at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. If applicable the bidder should state in the cover letter that the firm qualifies for DBE status. (A DBE company will be required to complete and submit to the City a DBE certification form at the time that the final Agreement is executed.)

10.2 LEGAL STATUS: Provide a brief statement of the legal status of your company (i.e. sole proprietor, partnership, corporation.) Also provide proof of legal authority to operate taxicabs in the City.

10.3 ABILITY TO PERFORM: Provide a brief history of the firm, and a description of your firm's ability to provide the services required, at the level of performance detailed in the attached draft Agreement. Include the current number of vehicles operated by type, the current number of employees by job classification, and an estimate of the number of trips that your firm could provide to Operation Uplift participants.

10.4 PRICING: Bidders must submit a detailed statement or table of their proposed fares which contains the various elements for which cab companies normally charge, such as first passenger and additional passengers, trip length, etc. There are two ways to present your proposed fares:

A.) If you propose that the fares to be charged to Operation Uplift riders may be different from the fares charged to the general public:

- Present the proposed fares to be charged to Operation Uplift riders on the first day of the Agreement (June 1, 2010);
- State that the fares charged to Operation Uplift riders may be different from the fares charged to the general public; and
- State that you understand that any change from the fares shown in your bid after the Agreement is signed will require an amendment of the Agreement and the approval of the City Council.

B.) If you propose that the fares to be charged to Operation Uplift riders will be the same as the fares charged to the general public:

- Present the proposed fares to be charged to the general public on the first day of the Agreement (June 1, 2010); and
- State that the fares to be charged to Operation Uplift riders during the five year term of the Agreement will be the same as the fares charged to all other riders, and as those fares may change from time to time, as provided in Chapter 60, Sec. 18, of the Decatur City Code.

10.5 CERTIFICATES: Complete the certificates contained in the Appendix and attach them to your bid. All certificates must be signed by an individual authorized to commit the firm's personnel and financial resources to the project, and to execute legal documents for the company.

11.0 BID MODIFICATION OR WITHDRAWAL - Prior to the date/time deadline set for the submission of bids, bids may be modified or withdrawn. All bid modifications and withdrawals must be submitted by the deadline, and must follow all of the same procedures as designated above for the submission of bids. After the deadline for the submission of bids, bids shall not be modified or withdrawn for a period of ninety (90) days. Unless an extension is agreed to by both parties, bids shall be considered to be void ninety (90) calendar days after the submittal due date/time.

12.0 QUALIFICATIONS FOR AWARD – Award shall be made only to a firm that is licensed to operate taxicabs within the City of Decatur, as provided in Chapter 60 of the Decatur City Code. Any award shall be made only to a bidder found to be both responsive and responsible. Responsive bids are those complying in all material aspects of this IFB, both as to the method and timeliness of the submission and as to the substance of the bid. Bid submissions which do not comply with all the terms of this IFB may be rejected as non-responsive.

Responsible bidders are those prospective Contractors who, at a minimum, must:

- (i) have adequate financial resources, as required during performance of the Agreement, or the ability to obtain sufficient working capital.
- (ii) have a satisfactory record of past performance in similar projects.
- (iii) have the necessary organization, facilities, personnel, capability and expertise to perform the tasks expected under this project.
- (iv) certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- (v) are otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City shall determine whether or not the evidence submitted is satisfactory. The City will make awards only when such evidence is deemed satisfactory, and reserves the right to reject bids where evidence submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the bidder to perform.

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

13.0 BIDDER EVALUATION AND SELECTION PROCESS - The City shall evaluate the bidders and their submitted bids, and select the best bidder according to the process outlined below.

13.1 EVALUATION OF THE RESPONSIVENESS OF BIDS: City staff will first review each bid to determine if the bid is responsive to the IFB. Any bid that does not provide the information requested, in the format required, may be declared non-responsive in a material way. The evaluation of that particular bid will end at that point and the bidder will be so notified in writing. The City retains the right to waive any technicalities or irregularities of any kind.

13.2 EVALUATION OF THE RESPONSIBILITY OF BIDDERS: After City staff has eliminated any non-responsive bids, staff will then review the remaining bids to determine that the bidders are responsible. (See section 12.0, above.) Any bidder that is not found to be responsible will be disqualified. The evaluation of that particular bid will end at that point and the bidder will be so notified in writing

13.3 LOWEST BIDDER: City staff will use the proposed fare schedules and the Operation Uplift taxicab program information for calendar year 2009 to determine the lowest bidder. Program information such as the number of ADA riders, the number of escorts, and the miles traveled in 2009 will be used, along with the proposed fare schedules as of June 1, 2010, to determine the amount that each bidder would have billed the City. The bidder that would have billed the City the least amount using this calculation method will be determined to be the lowest bidder, and will be recommended to the City Council, whose decision shall be final.

14.0 ASSIGNMENT AND CHANGES - A submitted bid and, if accepted, the resultant Agreement may not be assigned without permission of the City. A listing of all subcontractors, if any, and the portion of the services that they will provide must be submitted with the bid. If subcontractors are listed, this does not relieve the successful bidder (Contractor) from any prime responsibility of complete and acceptable performance under any awarded Agreement. The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written concurrence of the City. Any proposed change in this Agreement shall be submitted to the City for its prior approval.

15.0 PROTEST AND APPEALS - Any protest or objection to the conditions, specifications or terms of this invitation for bids or Agreement must be submitted for resolution to the Mass Transit Administrator. Protests must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection shall not be considered by the City if it is insufficiently supported or if it is not received within the following time limits:

- All protests based upon restrictive specifications, the proposed evaluation and selection process, or similar issues concerning this invitation for bids, must be submitted to the City no later than the specified bid submission deadline.
- Protests concerning alleged improprieties or other issues arising after the opening of bids must be submitted to the City within five (5) days after announcement of the lowest bidder.

The decision of the Protest Review Board shall be final. The Protest Review Board shall be composed of the DPTS General Manager, the City Purchasing Supervisor, and the Legal Counsel for the City. No further appeals will be considered by the City.

16.5 EQUAL EMPLOYMENT OPPORTUNITY - The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. In connection with this project, the Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability. The Bidder shall take affirmative action to ensure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, recruitment advertising, layoff, transfer, or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor shall also notify any and all suppliers or subcontractors of his obligations under this agreement related to this provision.

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

A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B) That, if it hires additional employees in order to perform this agreement 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 utilized.

C) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applications will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E) That it will submit reports as required by the 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.

F) 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.

G) That it will include verbatim or by reference the provisions of this item in every subcontract it awards under which any portion of the agreement 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 Contractor 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 any subcontractor fails or refuses to comply therewith. In addition, the Contractor 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.

17.0 REQUIRED CLAUSES - Any Agreement resulting from this solicitation must include certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the FTA Circular 4220.1F (revised April 14, 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 City requests which would cause the City to be in violation of the FTA terms and conditions.

The Contractor or subcontractor must insert in any subcontracts the federal clauses set forth in Appendix A, along with their related attachments, plus a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses. 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 FTA Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

APPENDIX A

FEDERAL CLAUSES

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Incorporation of Federal Transit Administration (FTA) Terms. The following 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 4220.1E, 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 request of the City of Decatur which would cause the City of Decatur to be in violation of the FTA terms and conditions.

Federal Changes. 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 the City of Decatur 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.

No Obligation by the Federal Government.

(1) The Purchase and 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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. Department of Transportation (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.

(2) 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.

(3) 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.

Access to Records. The following requirements apply to this contract but do not apply to any subcontracts.

1. The Contractor agrees to provide the City of Decatur, the FTA Administrator, the Secretary of Transportation, 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. 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.

2. 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 City of Decatur, the FTA Administrator, the Secretary of Transportation, 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).

Lobbying. Contractors and any subcontractors must file the lobbying certification contained in the Appendix. 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 award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures must be forwarded from tier to tier up to the City.

Civil Rights.

(1) 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.

(2) Equal Employment Opportunity -

(a) 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.

(b) 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.

(c) 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.

(3) 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.

Disadvantaged Business Enterprises (DBE).

a. 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 City deems appropriate. Each subcontract the Contractor signs must include the assurance in this paragraph

d. The Contractor must promptly notify the City 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 the City.

Termination.

a. Termination for Convenience The City of Decatur may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. 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 City of Decatur to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Decatur, the Contractor will account for the same, and dispose of it in the manner the City of Decatur directs.

b. Termination for Default, Breach or Cause If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Decatur may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure The City of Decatur in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that City of Decatur elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Decatur shall not limit City of Decatur's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Manager of the City of Decatur. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy,. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Suspension and/or Debarment. 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 subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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.

APPENDIX B

SCOPE OF SERVICES

INELIGIBLE CONTRACTOR'S CERTIFICATE

NON-COLLUSION DISCLOSURE

LOBBYING CERTIFICATE

SCOPE OF SERVICES

The Cab Company will provide rides to disabled passengers who have been certified by the Decatur Public Transit System (DPTS) under its Operation Uplift program. The Cab Company must agree to accept fare subsidy payments from the City for rides that it provides to Operation Uplift riders. The Cab Company will provide the following services:

- provide door-to-door transportation throughout the DPTS service area, on the same days and times as the DPTS buses are scheduled to operate;
- accept requests for rides and dispatch drivers to provide such rides;
- collect a set portion of the fares for trips from the riders and invoice the City for the remainder of the fares; and
- keep all records necessary to permit evaluation of the Contractor's performance.

OPERATION UPLIFT GUIDELINES - The Cab Company shall operate in accordance with the guidelines of Operation Uplift, issued by the City, which shall include, but not be limited to, the following:

1. Only persons who have been certified by the Decatur Public Transit System as unable to use the City's fixed-route bus system due to a disability shall be eligible for fare subsidies under Operation Uplift. The Cab Company shall seek fare subsidy reimbursements only for the fares of passengers who present an Operation Uplift photo-identification card, issued by the Decatur Public Transit System, as proof of certification.
2. The Cab Company shall also transport escorts, if space is available, and Personal Care Attendants who are traveling with Operation Uplift participants. Escorts are riders who are not Operation Uplift participants and who are picked-up at the same origin point, and dropped-off at the same destination, as the Operation Uplift rider. A Personal Care Attendant is a person certified to provide health care, and required to travel with the Operation Uplift participant.
3. The Cab Company shall seek fare subsidy reimbursements only for the fares of passengers whose trip origin and destination are within the service area of the Decatur Public Transit System, as determined by the City and as amended from time to time.
4. The Cab Company shall seek fare subsidy reimbursements only for rides provided on the days and at the times that the buses of the Decatur Public Transit System are scheduled to be in operation, as determined by the City and as amended from time to time.
5. The Cab Company shall seek fare subsidy reimbursements only for the fares of passengers who have scheduled their trip(s) with the Cab Company at least the day before the requested day of service, in order to assist in scheduling and dispatching and to facilitate shared (grouped) riding. The City may approve fare subsidy reimbursements for trips not scheduled at least the day before the day of service, in cases such as emergencies, on a case by case basis.

6. Operation Uplift services shall be on a shared (grouped) ride basis and the Cab Company shall combine as many rides as is practicable, even if this involves multiple pick-up points and multiple destinations during a single trip.

7. The Cab Company shall seek fare subsidy reimbursements only for rides for which a "Cab Ride Form", provided by the City, has been properly completed and signed by both the passenger and the driver, showing the date of service, the name and address of the Operation Uplift participating rider, the number of persons escorting the rider, the rider's origin and destination, the pick-up and drop-off times, the mileage of the trip, and the computation of the total fare and fare subsidy.

8. The Cab Company's driver shall make certain that the rider has completed the Cab Ride Form, including an original signature, and, if necessary, shall assist the rider in completing the Form, and the driver shall complete his/her portion of the Form at the end of the trip.

9. The Cab Ride Form shall be retained by the Cab Company, with a copy to be forwarded to the City periodically when the Cab Company seeks fare subsidy reimbursement.

10. The Cab Company shall submit to the City by 8:00 am each day a log of scheduled trips, showing the Operation Uplift rides scheduled for that day. The log of scheduled trips shall include the names of the Operation Uplift riders, the requested origins and destinations, the requested pick-up times, the negotiated pick-up times, appointment times and denied trips, if any, and such other information as the City may reasonably require from time to time to permit evaluation of the Cab Company's performance.

11. The Cab Company shall submit to the City periodically, when the Cab Company seeks fare subsidy reimbursement, daily trip logs for each day of the reimbursement period showing the information detailed in Section 10 above, and including the actual pick-up and drop-off times, the number of escorts, canceled trips, denied trips, "no shows", and such other information as the City may reasonably require from time to time to permit evaluation of the Cab Company's performance.

12. The Cab Company shall permit the review or audit of all records pertaining to Operation Uplift by the City, the Illinois Department of Transportation, and the United States Department of Transportation, Federal Transit Administration.

13. Failure to comply with these guidelines or refusal to permit the City to monitor the Cab Company's compliance shall be grounds for immediate suspension or termination of this Agreement.

OPERATIONAL REQUIREMENTS - In order to qualify for participation in Operation Uplift, the Cab Company shall operate in accordance with the operational requirements of this program, issued by the City, which shall include, but not be limited to, the following:

1. The Cab Company shall operate taxicabs on all of the days and at all of the times that the buses of the Decatur Public Transit System are scheduled to be in operation, and

throughout the entire service area of the Decatur Public Transit System, as these are determined by the City and as amended from time to time.

2. Vehicles operated by the Cab Company shall be conventional 4-door sedans, vans, or minivans, licensed and equipped according to applicable City codes, and shall at all times be kept in clean and comfortable condition, and shall be maintained in good and safe operating condition. Each vehicle and/or driver shall be equipped with a two-way radio or a cellular telephone.
3. The Cab Company shall establish and maintain a preventive maintenance program for all of its vehicles, including periodic mechanical inspections and pre-trip driver inspections.
4. The Cab Company shall at all times have sufficient vehicles and personnel available to meet the normal demand for service, shall not withhold or restrict service to Operation Uplift participants in any way, and shall not provide preferential service to non-Operation Uplift riders
5. All drivers employed by the Cab Company shall meet the qualifications and requirements of the City codes and shall receive periodic training including disability awareness.
6. The Cab Company shall provide door-to-door service to Operation Uplift passengers, starting at the door of the building where the passenger is being picked up and ending at the door of the building that the passenger is going to.
7. The Cab Company's drivers shall be physically able to, and shall provide reasonable assistance to Operation Uplift passengers going to and from the vehicle, getting into and out of the vehicle, and in loading and unloading their parcels and personal effects. However, the Cab Company shall prohibit its drivers from attempting to lift or carry any passenger who is unable to walk and/or who requires a wheelchair.
8. The Cab Company's drivers shall be required to wait for Operation Uplift riders for no more than five (5) minutes at the pick-up point. After waiting for five (5) minutes, the trip may be recorded as a "No Show": i.e. the rider was not present.
9. The Cab Company shall strive to achieve the highest level of on-time customer service, including:
 - A. The Cab Company shall have as a goal no (0%) trip denials.
 - B. The Cab Company shall schedule all trips within one (1) hour before or after the requested trip times. (Trips scheduled more than one (1) hour before or after the requested trip times shall be considered to be denied trips.)
 - C. The Cab Company shall have as a goal no (0%) missed trips. A missed trip is defined as any trip which is scheduled but not provided as a result of the Cab

Company's actions, or any trip whose actual pick-up time is more than one (1) hour after the scheduled pick-up time.

D. The Cab Company shall have as a goal at least ninety-five percent (95%) on-time performance.

E. The Cab Company shall strive to pick-up Operation Uplift riders no more than fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up times. (Trip pick-ups that are more than fifteen (15) minutes before or after the scheduled pick-up times shall not be considered to be on-time pick-ups.)

F. The Cab Company shall strive to pick-up Operation Uplift riders who have requested "will-call" return trips no more than forty-five (45) minutes after the rider calls for the return trip. (Trip pick-ups that are more than forty-five (45) minutes after the rider calls for the "will-call" return trip shall be considered to be late pick-ups. Trip pick-ups that are more than ninety (90) minutes after the rider calls for the "will-call" return trip shall be considered to be missed trips.)

G. The Cab Company shall avoid any undue delay, either at the point of pickup or enroute, and no trip for any rider shall exceed one (1) hour in travel time.

10. The Cab Company shall accept requests for trip reservations from Operation Uplift participants with the following limitations:

A. Trip reservations shall be accepted on a next day basis (not 24 hours in advance) and trips may be scheduled more than one (1) day in advance.

B. Requests for open "will-call" return trip reservations shall only be accepted for medical appointments or other trips where the return pick-up time can not be reasonably predicted. "Will-call" return trip reservations shall be discouraged.

C. Same-day trip reservations or add-on trips shall only be allowed in very limited cases, such as to have prescriptions filled following medical appointments.

D. A pick-up time shall not be scheduled for less than forty-five (45) minutes following the last drop-off time for the same rider.

11. The Cab Company shall provide a means to receive and shall accept requests for trip reservations from Operation Uplift participants between the hours of 8:00 AM and 5:00 PM, including on any day prior to a day that Operation Uplift is scheduled to be in service (i.e. requests must be accepted on Sundays and holidays).

12. The Cab Company shall provide adequate insurance and shall assume all liability associated with the provision of its services for Operation Uplift riders. The City shall be held harmless in all claims arising from the Cab Company's services for Operation Uplift riders.

13. Failure to comply with these operational requirements, or refusal to permit the City to monitor the Cab Company's compliance, shall be grounds for immediate suspension or termination of this Agreement.

OBLIGATIONS OF THE CITY - The City shall act to facilitate Operation Uplift for the benefit of the Operation Uplift participants and the Cab Company, and hereby accepts the following obligations:

1. The City shall have the responsibility for establishing, and the City reserves the right to amend, the guidelines and requirements of Operation Uplift, including the service area and the hours of operation, at any time.
2. The City shall communicate the guidelines and requirements of Operation Uplift, including the service area and the hours of operation, and any amendments thereto, to the Cab Company in a timely manner.
3. The City shall register applicants for Operation Uplift, determine their eligibility, and furnish proper photo-identification to all eligible, certified participants.
4. The City shall periodically submit updated lists of eligible Operation Uplift participants to the Cab Company.
5. The City shall provide adequate supplies of Cab Ride Forms to individual participants, the Cab Company, social agencies, and other interested parties.
6. The City shall promote Operation Uplift as the City deems necessary, by whatever means the City chooses.

INELIGIBLE CONTRACTOR'S CERTIFICATE

The undersigned hereby certifies that it is is not (*circle one*) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standards Provisions.

Company Name:
Authorized Representative:
Title:
Signature:
Date:

NON-COLLUSION DISCLOSURE

Bidder shall disclose, to the best of his or her knowledge, any employee of City of Decatur or member of the State legislature, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this contract.

Name	Relationships

Company Name:
Authorized Representative:
Title:
Signature:
Date:

LOBBYING CERTIFICATE

The undersigned Contractor hereby 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 undersigned Contractor hereby 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.

Company Name:
Authorized Representative:
Title:
Signature:
Date: