

St. Clair County Transit District

REQUEST FOR PROPOSALS (RFP) 22-01

**Zero Emission Bus (ZEB) Analysis and Rollout Plan for
ATS Fleet**

Key_ RFP Dates

Issued:	December 5, 2022
Written Questions:	December 23, 2022
Pre-Proposal Conference:	January 11, 2023
Final Questions Submittal	January 13, 2023
Response to Questions:	January 18, 2023
Proposals Due:	January 25, 2023

December 5, 2022

**St. Clair County Transit District
27 N. Illinois
Belleville, IL 62220**

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS 22-01
Zero Emission Bus Analysis and Rollout Plan**

Gentlemen/Ladies:

The St. Clair County Transit District (the Agency) invites proposals from qualified and licensed consultants to complete a Zero Emission Bus Analysis and Rollout Plan for the ATS Fleet as more fully described in the attached scope of work.

Proposals must be submitted at or before 10:00 a.m., on Wednesday, January 25, 2023.

If Proposals are delivered using the United States Postal Service, Offerors shall use the address specified below:

**St. Clair County Transit District
27 N. Illinois
Belleville, IL 62220
Attention: K. Sharkey**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Parties interested in obtaining a copy of this Request for Proposals (RFP), may do so by providing the information below via email to ksharkey@scctd.org

- Firm name
- Address
- Contact person
- Telephone and fax numbers, and e-mail address
- Request For Proposals (RFP) 22-01

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Copies of this Request for Proposals may also be obtained by calling SCCTD offices at 618- 628-8090 or downloading from the from the scctd.org website located under NEWS and then RFPS in the top header “Zero Emission Bus Analysis”. All prospective offerors are required to provide a contact person and email when planning to submit for bidding.

A pre-proposal video conference will be held on January 11, 2023. All prospective Offerors are urged to attend the pre-proposal conference. The access information will for the conference will be provider to those offerors who have provided their contact information who wish to submit.

The successful firm will be required to comply with all applicable rules and regulations including equal opportunity, debarment/suspension, etc.

Should further information or clarification be needed, please contact the undersigned at ksharkey@scctd.org.

Sincerely,

Ken Sharkey
Managing Director

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SECTION I
INSTRUCTIONS TO OFFERORS

SECTION**INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

Conference will be held via video conference on January 11, 2023 @ 10 am. All prospective Offerors are strongly encouraged to attend.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of performing quality services to achieve the Agency's objectives.

Failure to comply with all requirements of this RFP and any subsequent amendments issued may result in the Offeror's proposal being excluded from further evaluation.

C. ADDENDA

Any Agency changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. The Agency will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions.

D. CLARIFICATIONS**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Agency in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth; the Agency will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in

writing and must be received by the Agency no later than Friday, December 23, 2023 by 5:00 p.m.

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Agency is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: St. Clair County Transit District, 27 N. Illinois, Belleville, IL 62220 ATT: Ken Sharkey.
 - (2) Personal Courier: St. Clair County Transit District, 27 N. Illinois, Belleville, IL 62220 ATT: Ken Sharkey.
 - (3) Facsimile: The fax number is 618-825-9102.
 - (4) E-Mail: ksharkey@scctd.org; RFP 22-01 in Subject Line.

3. Agency Responses

Responses from the Agency will be communicated via e-mail to all recipients of this RFP by no later than 4:00 p.m. on January 18, 2023. Inquiries received after Friday, January 13, 2023 at 3:00 p.m., will not be accepted and will be returned to the sender without response.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted at or before Wednesday, January 25, 2023 by 10:00 a.m.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

St. Clair County Transit District, 27 N. Illinois, Belleville, IL 62220 ATT: Ken Sharkey

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**St. Clair County Transit District,
27 N. Illinois,
Belleville, IL 62220
ATT: Ken Sharkey**

3. Identification/Submittal of Proposals

Proposals shall be submitted in two (2) separately sealed packages. Each package shall be marked as specified below:

Proposals shall be submitted in Package No. 1 (Technical Proposal) as **one (1) unbound original, seven unbound copies and one (1) electronic copy on a USB/flash drive**, and addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 22-01: ZERO EMISSION BUS ANALYSIS AND ROLLOUT PLAN - TECHNICAL PROPOSAL"

Offeror shall submit its Price Proposal and all required forms in Package No. 2 as **one (1) unbound original only**, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 22-01: ZERO EMISSION BUS ANALYSIS AND ROLLOUT PLAN - PRICE PROPOSAL"

4. Acceptance of Proposals

- a. The Agency reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Agency reserves the right to withdraw this RFP at any time without prior notice and the Agency makes no

representations that any contract will be awarded to any Offeror responding to this RFP.

- c. The Agency reserves the right to postpone proposal openings for its own convenience.
- d. The Agency reserves the right to award portions of the Scope of Services as it deems necessary.

F. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- (1) Preparing its proposal in response to this RFP;
- (2) Submitting that proposal to the Agency;
- (3) Negotiating with the Agency any matter related to this proposal; or
- (4) Any other expenses incurred by Offeror prior to date of award, if any.

The Agency shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. TAXES

Offerors' proposals are subject to State and Local sales taxes; however, the Agency is exempt from the payment of Federal Excise and Transportation Taxes.

I. PROTEST PROCEDURES

The Agency has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Agency's written procedures.

J. PROPOSED AGREEMENT

The successful Offeror will be subject to the provisions contained in the Proposed Agreement No. 22-01 included in this RFP as Exhibit C, except that changes may be made to reflect the terms of the successful Offeror's

proposal. The final Agreement shall incorporate the "Scope of Services" (see Exhibit A to RFP), the successful Offeror's proposal, and the successful Offeror's "Cost and Price Forms". The final Agreement may also incorporate other pertinent terms and conditions set forth in this RFP.

The Offeror's attention is directed particularly to Article 16 "Insurance", which specifies the minimum insurance requirements that must be met by the successful Offeror.

Should the successful firm be unable to provide evidence of insurance within fourteen days after notification of award by Agency, award may be made to the next qualified firm.

The Offeror's inability or unwillingness to meet any requirements set forth in Exhibit C-Proposed Agreement as a condition of contract award, must be stated as an exception in the proposal.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a Firm Fixed Price contract based on fixed unit prices for all services set forth in the Scope of Services included this **RFP** as Exhibit A. While a Firm Fixed Price is the preferred method of pricing, the Agency will also consider offers quoted on a cost-plus-fixed-fee or time-and-expense basis, although the latter, in particular, may be subject to a significant deduction of points in the Agency's evaluation of the proposals received.

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be submitted in accordance with Section I E.3. Proposals shall be typed and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals shall be organized as set forth below.

2. Letter of Transmittal

The Letter of Transmittal shall be included in the technical proposal submittal and addressed to K. Sharkey, and must, at a minimum, contain the following:

- a. Identification of Offeror, including name, address, email address, facsimile and telephone numbers.
- b. Proposed working relationship between Offeror and subcontractors who supply or provide services that are 10% or greater of the total component costs. Provide subcontractors name, address and telephone numbers.
- c. Acknowledgment of receipt of all RFP addenda, if any. Name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Name and signature of a person authorized to bind Offeror to the terms of the proposal and to negotiate contract price/terms on Offeror's behalf.
- f. A statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror and Offeror's sub-consultants to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature;

demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; current workload of firm; record of meeting schedules on similar projects and supportive client references.

Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, potential labor disputes) that may impede Offeror's ability to complete the project. Audited financial statements, a Dun & Bradstreet report or a one-page summary from a CPA shall be submitted. This statement should clearly identify the financial status and condition of the Offeror's immediate business entity, as well as that of the overall Company structure, if applicable. The date of this statement should cover a period of at least one (1) year and should be dated no more than twelve (12) months prior to the date of the proposal submission.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to the Agency's project. Include the name and location of each project, the year it was initiated, completed or the anticipated completion, and the contract value.
- (4) Identify sub-consultants providing services that are proposed to provide 10% or greater of the total services costs. State the company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each proposed sub-consultant and information specific to the sub-consultant's qualifications to perform the identified services. Section IV - DBE forms need to be completed and submitted.
- (5) Provide a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, email address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience. Offeror should

ensure contact names/telephone numbers are accurate; inaccurate references may be a factor in the overall evaluation of the proposal.

b. Project Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project and its subcontractors. Key personnel assigned to Agency's project shall be identified.

Offeror shall:

- (1) Provide education, qualifications and experience of proposed personnel and sub-consultants. Include applicable professional credentials of "key" project staff.
- (2) Submit a project organization chart clearly indicating all communication/reporting relationships among the project functions and staff, including sub-consultants.
- (3) Provide resumes (not more than 2 pages) of the proposed Project Manager and all identified key personnel that will be assigned to the Agency project including sub-consultants.
- (4) Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work. Include the person's name, current location, proposed position for this project, current assignment(s), level of commitment to that assignment(s), availability for this assignment and how long each person has been with the firm.
- (5) Include the statement that key personnel will be available to the extent proposed for the duration of the project and acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Agency.

c. Technical Approach/Work Plan

Offeror shall provide a detailed narrative addressing the Exhibit A, Scope of Services requirements and demonstrating Offeror's understanding of Agency's needs and requirements.

Offeror shall:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Services. The work plan shall be of

sufficient detail to clearly demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify which project team member will perform them.
- (3) Provide a record of on-time completion for previous projects and identify your approach to completing this work on time.
- (4) Identify the methods the Offeror will use to ensure quality control and budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered during the design and/or construction portion of the project and how the Offeror proposes to address them.
- (6) Offeror is encouraged to propose enhancement or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives or required content of the project.

4. **Cost and Price Proposal**

The Offeror shall complete the "Cost and Price" forms included with this RFP (Exhibit B). **These "Cost and Price" forms, and all other required forms, must be sealed in a separate package labeled Package No. 2 as outlined in Section I, Instructions to Offerors, § E.3.**

a. **Exceptions/Deviations**

Exceptions to or deviations from the requirements of this RFP shall be grouped by "technical" or "contractual" exceptions/deviations; shall reference the particular section in the Scope of Services or Agreement Article that refers to Agency's requirements, and shall be included in the Cost and Price Proposal envelope (Package 2). If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the Cost and Price Proposal envelope (Package 2). *Note: Proposals with exceptions/deviations not clarified during the clarification phase described in Section 1 § D may be eliminated from further consideration.*

5. **Required Forms (Exhibit D)**

The following narratives are provided for your information; all forms in Exhibit D must be completed, signed by an authorized employee and included in Package No. 2 (Price Proposal).

a. Certification of Debarment

Policy

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, may not take part in certain federally funded transactions, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Agency may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

The Agency uses a certification process as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project (See Exhibit D for form). The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

Each potential contractor for a major third-party contract must provide to the Agency a certification for a primary participant. Each potential subcontractor must provide to the Agency a certification for a lower-tier participant. In general, subcontracts of less than \$25,000 will not be covered by the certification procedures.

b. Restrictions on Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". 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 are forwarded from tier to tier up to the recipient.

Failure to complete this certification shall render an Offer nonresponsive to this solicitation and will result in the rejection of the Offer.

6. Appendices

Information considered by Offeror to be pertinent to this project and which has not specifically been solicited in any of the aforementioned sections may be placed into a separate appendix section. However, Offerors are cautioned that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARO

A. EVALUATION CRITERIA

The Agency will evaluate the offers received based on the following criteria:

1. **Qualifications, Related Experience, and References (10%)**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; references demonstrating success in providing similar services.

2. **Staffing and Project Organization (30%)**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Project Approach (35%)**

Depth of Offeror's understanding of Agency's requirements as set forth in Exhibit A-Scope of Services and within this RFP, overall quality of work plan; logic, clarity and specificity of work plan.

4. **Cost and Price (20%)**

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of price; basis on which prices are quoted (FFP, CPFF, T & E).

5. **Completeness of Response (5%)**

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Agency cannot or will not accommodate; and any other relevant factors not considered elsewhere.

7. EVALUATION PROCEDURE

An Evaluation Committee comprised of Agency staff, will evaluate all proposals, received as specified, in accordance with the above criteria. The evaluators in applying the major criteria to the proposals may consider

additional sub-criteria beyond those listed. Furthermore, as a result of RFP changes and/or necessary proposal clarifications, a request for final revised pricing may be issued after the proposals are submitted but before contract award. During the evaluation period, the Agency reserves the right to interview some or all the proposing firms.

C. AWARD

The Agency will evaluate the proposals received and will submit the proposal considered to be the most competitive to the Agency's Board of Directors, for consideration and selection. The Agency may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Agency.

The Agency reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Agency may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may request an explanation concerning the strengths and weaknesses of their proposal.

EXHIBIT A

SCOPE OF WORK

Exhibit A- Scope of Work Zero Emission Bus Analysis for St. Clair County Transit District ATS Fleet

Each year Illinois and St. Clair County invest millions of dollars in operating the MetroLink, connecting MetroBus system, microtransit, ATS and the connecting MetroBikeLink system. In addition, SCCTD will break ground in 2023, utilizing \$96 Million in Illinois Rebuild funding, on a light rail extension to MidAmerica Airport. All of these transit options have a direct impact on the environment as residents move from single occupancy vehicles to transit. However, SCCTD has an opportunity to impact climate change even more through a conversion of its ATS (Alternative Transportation Systems) fleet.

A complete analysis of the MetroBus system in St Clair County took place between June 2019 and February 2020. Since that time SCCTD has successfully launched four microtransit pilot areas to better serve the changing needs of the community. Several of these microtransit options are delivered by the ATS fleet. As ridership continues to grow on the microtransit side in St. Clair County, the shift from diesel powered vehicles to electric will have a significant impact on the environment.

As of November, 2022, ATS operates a total of 35 paratransit routes with 57 type vehicles in the fleet. Route lengths vary from less than ten miles to longer than 50 miles.

ATS has 2 operational facilities, one located at 718 Scheel St, Belleville IL 62220 and the other at 801 N 4th St, East St Louis IL 62205.

	Directly Operated	Contract Operated
Total Fleet Size	57	0
System-wide Peak ATS (Weekdays)	22	0
No. of Routes	35	0

GENERAL DESCRIPTION OF SERVICES. The Agency seeks to conduct a system-wide analysis of its current fleet of ATS vehicles operating. The study findings will support a plan by identifying a comprehensive and sustainable plan for the Agency which complies with the regulation.

The analysis will consider the operational and financial impacts of a full fleet conversion; examine the tear capital and operating costs of new battery-electric vehicles. Operating cost impacts should consider an exhaustive list of affected items including labor, fuel and maintenance costs and the impacts on revenue streams and farebox recovery ratio. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of electric buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity.

The overall goal of the project is to provide SCCTD with a board approved Zero Emission Bus Rollout Plan for the ATS fleet. Goals of the analysis are four-fold: (1) determine the most capital cost- effective approach to a 100% bus fleet with zero emission propulsion; (2) determine capital improvements required to achieve the 100% electric fleet and operation; (3) provide a financing and purchasing strategy that allows AGENCY to sustainably meet deadlines; and (4) develop a comprehensive understanding - positives and negatives- of how this conversion will impact the Agency in the future, and how federal legislation may impact the plan.

The objectives of this study are:

- 1) Evaluate the existing fleet by determining the existing quantity and age of buses as well as the vehicles' work and route requirements (duty cycles), including dwell time and location, that will need to transition to an electric fleet;
- 2) Evaluate existing infrastructure by determining whether the existing infrastructure can support Battery Electric Buses (BEBs) or Hydrogen Fuel Cell Buses (HFCBs) and identify infrastructure improvements needed to retain existing operating parameters, schedules and range during the transition to a full electric fleet;
- 3) Examine whether additional right-of-way may be required to support electric infrastructure;
- 4) Identify and evaluate what battery charging infrastructure will be required for a future fleet;
- 5) Identify feasible infrastructure improvements, develop a realistic implementation plan, estimate the costs of the improvements, and develop an infrastructure phasing plan that allows for existing operations while reaching compliance by May 24, 2023;
- 6) Develop a phasing plan for procurement of electric vehicles with consideration of replacement and incremental needs to reach compliance by May 24, 2023 as well as the timing of delivery of required fueling infrastructure;
- 7) Prepare an operational and financial comparison of the administration, operations and maintenance (O&M) needs between electric and current vehicles; and

8) Estimate the O&M costs of the overall electric operations for the transition scenario.

DETAILED SCOPE OF SERVICES

1.0 Project Management and Administration

1.1 Project Management

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of the Agency. Project Management includes, but is not limited to, management and leadership effort required to successfully guide the multi-disciplined team through the scope of the services. Project Management also includes meeting the requirements of the approved quality assurance and quality control (QA/QC) process to ensure that deliverables are produced to the appropriate standard of care in terms of correctness and appropriateness of the information contained in each deliverable item. Elements of Project Management include management and coordination with project stakeholders; administration; reporting; quality control (QC); safety; and cost/schedule monitoring and control. The Consultant team's Project Manager (PM) will be the single point of contact with Agency regarding task administration and will be responsible for the quality of the analysis and delivery of the project milestones within schedule and budget. The PM must also ensure a regular weekly check-in with Agency project leadership and timely discussion of key issues and decision points to avoid delay in moving the project forward.

1.2 Project Administration

Consultant will perform administrative functions associated with the on-going management of the contract as it relates to the work herein. Activities may include, but not be limited to, routine contract administration, setting up meetings, preparation of agenda and meeting notes, scheduling, budget tracking and close out, among other activities consistent with effective contract and project management.

1.3 Project Controls

Consultant will monitor the budget and schedule. Consultant shall monitor contract change orders and prepare project status reports.

1.4 Quality Assurance

Define planned and systematic actions that provide adequate confidence to consultant management and Agency that an activity or service consistently and accurately fulfills requirements for its intended purpose.

2.0 FINANCIAL ANALYSIS

Consultant shall develop a detailed capital and operating financial analysis comparing the purchase of electric vehicles compared to current fleet vehicles. From a capital perspective, the primary categories of costs are the initial purchase price, lifetime (through 2040) and operational costs, and replacement of the electric fleet vehicle.

The initial purchase price of the zero-emission vehicle shall be all inclusive, including recharging infrastructure, manuals, vehicle logic units, security cameras, automatic passenger counters, fare collection equipment, and any training that is required.

The lifetime cost shall include vehicle replacement parts and battery lifecycle and replacement needs. The operational costs include the cost of electricity and vehicle maintenance.

2.1 Fuel

Fuel costs of the existing fleet of buses shall be based on a projection of the cost of gasoline fuel (\$/gallon), considering historical trends of gasoline fuel over the past five (5) and ten (10) years and the best available projections at the time in order to determine an average to serve as a baseline for cost comparison and projection purposes of this analysis.

2.2 Electricity

Consultant shall perform an analysis of the existing cost of electricity and upcoming or projected rate structures, such as time-of-use (TOU) specifically designed for Transportation Electrification (TE). This analysis will consider pricing and costs associated with charging projected to be done during high-demand, on-peak periods and charging done during off-peak periods. Additionally, the analysis shall include a projection of cost stability over the next twenty (20) years for long-term consideration.

Consultant shall include in the analysis consideration of technologies and funding programs that can help offset the costs of the electrical use; for example, solar technology, photovoltaic reformation of hydrogen, battery storage, and peak shaving.

2.3 Maintenance

Maintenance cost analysis will include: (1) determine required maintenance components of electric buses and their associated costs; and (2) staffing level differences.

2.4 Operations

An operational cost analysis shall be performed that will compare the current operating costs of the existing service offering against the projected operating costs for the electrification of the same service offering. An exhaustive list of costs shall be considered including operating staff differences and impacts to route schedules from the use of electric vehicles.

2.5 Start- Up and Lifetime Costs

Consultant shall determine the total cost for full conversion to a zero-emission fleet. This includes a detailed break-down of start-up costs, including right-of-way acquisition (if applicable), new capital and initial purchase price of zero-emission buses.

In addition to initial start-up costs, lifetime costs include maintenance, operations, and rehabilitation of EV capital infrastructure, such as charging equipment and maintenance facilities, anticipated battery degradation and replacement frequency, as well as cost of electricity.

2.6 Payback Period and Net Present Value (NPV)

From an investor perspective, Consultant shall evaluate the investment in zero-emission technology and provide an up-front cash investment for electric vs gasoline fuel buses. This comparison shall consider the payback period and net present value of series of cash flows involved in purchasing zero-emission buses and provides a payback period estimate.

2.7 Sensitivity Analysis

Using identified current and historic price trends for electricity and zero-emission bus costs, Consultant shall provide a transition scenario that adopts varying approaches in cost assumptions associated with estimated projections. The scenario shall include three levels of cost projections/differentials: (1) current cost; (2) conservative inflation; and (3) aggressive.

3.0 IMPLEMENTATION

Consultant shall provide an analysis on implementation requirements for complete fleet conversion to electric vehicles, including identification of infrastructure improvement needs, identification of right of way acquisition needs to accommodate infrastructure (if applicable), confirmation of feasibility of infrastructure improvements and placement, and development of a phasing plan for infrastructure improvements, vehicle procurement and purchasing of vehicles. Phasing plans shall include costs associated with capital and operations.

3.1 Operations and Maintenance Scenario (Transition Scenario)

Consultant shall collect operating service parameters and schedules from Agency. The data collected will serve as a baseline for operations and maintenance to determine which existing routes can accommodate zero-emission operations, as well as what operational modifications, if any, are needed to maintain existing operational parameters along existing routes that cannot support zero-emission vehicles. Operations parameters and schedules shall include hours of operation by day of week, headways during peak hours and off-peak hours, station drop-off and pick-up locations, approximate end-to-end running times and total length of each route in terms of miles. Consultant shall conduct an analysis of the various factors that impact the lifecycle of ZEBs, including, but not limited to, vehicle weight, battery density, degradation, fuel cell system lifecycle and normal operation charging times, operating environment, lifts, air conditioning and heating. Consultant shall develop a financial analysis of the costs associated with operating and maintaining existing operating service parameters and schedules using zero-emission vehicles.

Consultant shall provide a rough order of magnitude estimate of the operations and maintenance (O&M) cost for the service scenario, using typical hourly O&M unit cost factors for bus operations. This transition scenario will be based on a twenty-year time frame and will be all inclusive, encompassing the cost of electricity, and maintenance.

Deliverables:

- Existing operating parameters and schedules summarized table or spreadsheet
- Zero-emission bus requirements to meet existing operating parameters and schedules, passenger load and respective lifecycles
- , Operational modifications, in general or route specific, that would need to be made to maintain the existing level of operations
- , O&M cost calculations and comparisons between zero-emission and gasoline fleet vehicles

3.2 Capital Infrastructure Investment Needs, Cost and Schedule

Consultant will identify new ZEB capital infrastructure, as well as improvements to existing or planned infrastructure, where applicable, to be incorporated in each of the short-term and long-term operations and maintenance scenarios. Capital infrastructure and improvements shall coincide with and meet identified operations and maintenance scenarios required to fully convert operations to zero-emission and maintain existing level of service, as well as vehicle storage. Consultant shall provide and multi-year schedule showing critical timelines to achieve required milestones.

Deliverables:

- Based on operating parameters and schedules identified, determine the capital infrastructure required to accommodate operations and maintenance, including right of way acquisition and land cost impacts (if applicable)
Tables summarizing initial capital infrastructure costs and on-going rehabilitation using the short-term and long-term scenarios
- Identify planned infrastructure projects that can and should be modified to incorporate ZEB technology
- General estimated timeframe for construction of capital infrastructure and related improvements that align with ZEB regulation deadlines for zero-emission bus fleet vehicle acquisition and operations
- Prepare a proposed project phasing plan of projects identified

3.3 Energy Storage and Solar

Consultant shall conduct an analysis on available energy storage and solar technology and infrastructure to supplement electricity usage, as relating to the ZEB modes i.e., BEB charging. Such analysis shall include technology that can be charged during off-peak periods when energy costs are lower and utilized during high-demand, on-peak periods to help serve ZEB loads by lessening the demand and costs associated with electricity drawn from the grid. Additionally, analysis shall include estimated costs of initial purchase price of such technology, installation and maintenance, as well as estimated cost savings on electricity if deployed.

Deliverables:

- Identification of energy storage and solar technology that is compatible with zero-emission infrastructure and operations
- Financial analysis of purchase price, installation, maintenance, and cost savings on electricity associated with deployment of such technology
- Overview of how this technology would be integrated into the zero-emission infrastructure and operations

4.0 Zero-Emission Bus Rollout Plan (ZEB Plan)

Consultant shall provide Agency with a report that summarizes the findings of the study. Consultant will also provide the Agency's Board with an initial project briefing, an update once a recommended ZEB mode has been identified, and a final presentation of the ZEB Plan to the Board for approval.

4.1 Draft Report

Consultant will prepare a draft technical report to document the assumptions, methodologies, modeling results, analyses, designs, cost estimates, findings and conclusions of Tasks 2.0 through 3.0. Critical to this report is showing a clear rationale for selecting a recommended ZEB mode, a summary of associated

operating and capital costs for transitioning to this ZEB mode.

4.2 Final Report

Consultant will prepare a final technical report that incorporates revisions to the draft in response to Agency staff comments. Consultant will also provide the Agency with a MS PowerPoint summary of the ZEB Plan and present this to the Agency's Board for their approval.

Deliverables:

1. Draft Report (two printed copies plus an electronic pdf file)
2. Final Report (three printed copies plus an electronic pdf file)

EXHIBIT B

COST AND PRICE FORMS

St. Clair County Transit
District
FORM 60

CONTRACT PRICING PROPOSAL	RFP No. 22-01 "Form 60"	
Name of Offeror	DIVISION(S)/LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED	
Home Office Address	CONTRACT NO. 22-01	
Services to be Performed Zero Emission Bus Analysis and Rollout Plan - RFP No. 22-01	TOTAL AMOUNT PROPOSED' \$	
TASK DESCRIPTION	TIME NEEDED! % OF PROJECT	PROPOSED AMOUNT
Task 1. Project Management and Administration		\$
Task 2. Financial Analysis		\$
Task 3. Implementation Analysis		\$
Task 4. ZEB Rollout Plan (ZEB Plan)		\$
TOTAL AMOUNT PROPOSED:		\$

• Total Amount Proposed " sum of 1 thru 4

Above pricing shall include direct costs, indirect costs and profit; Agency's intent is to award a firm fixed price contract. Your price proposal here is to include furnishing of all labor, including full-time competent supervision, materials, supplies, insurance, applicable taxes and all other services and expenses necessary to perform the work as stated in Exhibit A, Scope of Work.

Firm Name

Name and Title

Signature

Date

EXHIBIT C:

SAMPLE AGREEMENT

1 **AGREEMENT NO. 22-01**

2 **BETWEEN**

3 **St. Clair County Transit District**

4 **AND**

5 **CONTRACTOR**

6
7 **THIS AGREEMENT** is made and entered into this ___ day of _____, 2022, by and

8 between the St. Clair County Transit District, 27 N. Illinois, [address] (hereinafter referred
Belleville, IL 62220, (hereinafter referred to as "AGENCY"),
and [name

10 to as "CONTRACTOR").

11
12 **WITNESSETH:**

13 **WHEREAS**, AGENCY desires the services of a contractor to provide consulting assistance to
14 provide a Zero Emission Bus Analysis and Rollout Plan; and

15 **WHEREAS**, said work cannot be performed by the regular employees of AGENCY; and

16 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience,
17 and is capable of performing such services; and

18 **WHEREAS**, CONTRACTOR wishes to perform these services;

19 **NOW, THEREFORE**, it is mutually understood and agreed by AGENCY and CONTRACTOR as
20 follows:

21
22 **ARTICLE 1. COMPLETE AGREEMENT**

23 A. This Agreement, including all exhibits and documents incorporated herein and made applicable
24 by reference, incorporated herein as Exhibit A, "Scope of Work" and Exhibit B, "Cost and Price Form",
25 constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between
26 AGENCY and CONTRACTOR and it supersedes all prior and contemporaneous representations,

[Type here]

1 agreements, understandings and communications. The invalidity in whole or in part of any term or condition
2 of this Agreement shall not affect the validity of other term(s) or condition(s).

3 B. Either party's failure to insist in any one or more instances upon the other party's performance
4 of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of either
5 party's right to such performance or to future performance of such term(s) or condition(s) and that party's
6 obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement
7 shall not be binding upon either party except when specifically confirmed by way of a written amendment to
8 this Agreement issued and executed by both parties in accordance with the provisions of this Agreement.

9

9 **ARTICLE 2. AGENCY DESIGNEE**

10 The Managing Director of AGENCY shall have the authority to act for and exercise any of the
11 rights of AGENCY as set forth in this Agreement.

13

14 **ARTICLE 3. STATEMENT OF WORK**

15 A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to
16 AGENCY in accordance with the services set forth in Exhibit A, entitled "Scope of Work," and its attachments,
17 which are attached to and, by this reference, incorporated in and made a part of this Agreement.
18 CONTRACTOR shall also perform in accordance with its proposal to AGENCY dated []. All services shall
19 be provided at the times and places designated by AGENCY.

20 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
21 services, which persons are hereby designated as key personnel under this Agreement.

22

Name

Functions

23

24 C. No person named in paragraph B of this Article, or his/her successor approved by AGENCY,
25 shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of

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1 commitment hereunder be changed, without the prior written consent of AGENCY. Should the services of
2 any key person become no longer available to CONTRACTOR, the resume and qualifications of the
3 proposed replacement shall be submitted to AGENCY for approval as soon as possible, but in no event later
4 than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is
5 not provided with such notice by the departing employee. AGENCY shall respond to CONTRACTOR within
6 seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for
7 replacement.

8

9 **ARTICLE 4. DELIVERY**

10 A. CONTRACTOR shall fully complete the above-described work by June 6, 2023 or unless
11 earlier terminated or extended as provided elsewhere in this Agreement.

12

12 **ARTICLE 5. PAYMENT**

13 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement,
14 and subject to the maximum cumulative payment obligation provisions set forth in Article 8 below, AGENCY
15 shall pay CONTRACTOR on a firm-fixed-price basis in accordance with Exhibit B "Form 60" Cost and Price
16 Form attached to and, by this reference, incorporated in and made a part of this Agreement.

17 B. CONTRACTOR shall invoice AGENCY monthly for payments corresponding to the work
18 actually, completed by CONTRACTOR. Percentage of work completed shall be documented in a monthly
19 progress report prepared by CONTRACTOR, which report shall accompany each invoice submitted by
20 CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by
21 AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make
22 full payment for any item until such time as CONTRACTOR has documented, to AGENCY's satisfaction,
23 that CONTRACTOR has fully completed all work required under that item. AGENCY's payment in full
24 for any item shall not constitute AGENCY's final acceptance of CONTRACTOR's work under such task;

[Type here]

- 1 C. Invoices shall be submitted to AGENCY's Accounts Payable Office. AGENCY shall remit
2 payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall
3 include the following information:
- 4 1. Agreement No. 22-01;
 - 5 2. Purchase Order Number;
 - 6 3. The time period covered by the invoice;
 - 7 4. Total invoice amount; and
 - 8 5. Such other information as requested by AGENCY.

9
10 **ARTICLE 6. (RESERVED)**

11
12 **ARTICLE Z. PROMPT PAYMENT CLAUSE**

13 A. The prime CONTRACTOR or Subcontractor shall return all monies withheld in retention
14 from a Subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and
15 accepted including incremental acceptances of portions of the contract work by the AGENCY. Any delay
16 or postponement of payment over thirty (30) days may take place only for good cause and with the
17 AGENCY'S prior written approval. Any violation of this provision shall subject the violating prime
18 CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section
19 7108.5 of the California Business and Professions Code. These requirements shall not be construed to
20 limit or impair any contractual, administrative or judicial remedies otherwise, available to the prime
21 CONTRACTOR or Subcontractor in the event of a dispute involving late payment, or nonpayment by the
22 prime CONTRACTOR, deficient subcontract performance, or noncompliance by a Subcontractor. This
23 provision applies to both DBE and non-DBE prime CONTRACTORS and Subcontractors.

[Type here]

1 B. Failure by the CONTRACTOR to carry out these requirements is a material breach of the
2 Agreement which may result in the termination of the Agreement or such other remedy as the AGENCY
3 deems appropriate.

4 C. These prompt payment provisions must be incorporated in all subcontract agreements
5 issued by CONTRACTOR under this Agreement.

6

7 **ARTICLE 8. MAXIMUM OBLIGATION**

8 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONTRACTOR
9 mutually agree that AGENCY'S maximum cumulative payment obligation hereunder, including obligation for
10 CONTRACTOR'S profit, shall be [to be determined] **Dollars and \$xxx** which shall include all amounts payable
11 to CONTRACTOR for its sub-contracts, leases, materials and costs arising from, or due to performance
12 under, or termination of this Agreement.

13

14 **ARTICLE 9. NOTICES**

15 All notices hereunder and communications regarding the interpretation of the terms of this
16 Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing
17 said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and
18 addressed as follows:

19 **To CONTRACTOR:**

20
21
22

23 **ATTENTION:**

24

25 PH:

26 E-mail:

27

28

To AGENCY:

St. Clair County Transit District
27 N. Illinois
Belleville, IL 62220

ATTENTION: Ken Sharkey

Managing Director

PH: 618-628-8090

FAX: 618-825-9102

E-mail: ksharkey@scctd.org

[Type here]

1 **ARTICLE 10. INDEPENDENT CONTRACTOR**

2 CONTRACTOR's relationship to AGENCY in the performance of this Agreement is that of an
3 independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all
4 times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR
5 and not employees of AGENCY. CONTRACTOR shall pay all wages, salaries and other amounts due its
6 employees in connection with this Agreement and shall be responsible for all reports and obligations
7 respecting them, such as social security, income tax withholding, unemployment compensation, workers'
8 compensation and similar matters.

9
10 **ARTICLE 11. INSURANCE**

11 CONTRACTOR shall procure and maintain for the duration of the contract insurance against
12 claims for injuries to persons or damages to property which may arise from or in connection with the
13 performance of the work hereunder and the results of that work by the CONTRACTOR, his agents,
14 representatives, employees or subcontractors.

15 **MINIMUM SCOPE OF INSURANCE**

16 Coverage shall be at least as broad as:

17 1. Commercial General Liability /CGL: Insurance Services Office Form CG 00 01 covering CGL on an
18 "occurrence" basis, including products and completed operations, property damage, bodily injury and
19 personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate
20 limit applies, either the general aggregate **limit** shall apply separately to this project/location or the general
21 aggregate limit shall be twice the required occurrence limit.

22 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR
23 has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000
24 per accident for bodily injury and property damage. Limit may be satisfied with an Umbrella Policy/Auto
25 Policy combination, with proof in the form of a Schedule of Underlying Coverage.

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1 3. Workers' Compensation: as required by the State of Illinois, Sole Proprietors with no employees
2 may be legally exempt from carrying Workers Compensation insurance. Certification of sole
3 proprietorship will be required from the vendor.

4 Other Insurance Provisions:

5 The insurance policies are to contain, or be endorsed to contain, the following provisions:

6 *Primary Coverage*

7 For any claims related with respect to performance to the extent of the CONTRACTOR's contractual
8 obligations set forth under Article 17 "Indemnification", the CONTRACTOR's insurance coverage shall
9 be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any
10 insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers
11 shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

12 *Notice of Cancellation*

13 Each insurance policy required above shall provide that coverage shall not be canceled, except by (30)
14 days prior written notice of cancellation or material change in coverage provided to the AGENCY.

15 *Waiver of Subrogation*

16 CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said
17 CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such
18 insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver
19 of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver
20 of subrogation endorsement from the insurer.

21 *Deductibles and Self-Insured Retentions*

22 Any deductibles or self-insured retentions must be declared to and approved by the AGENCY. The
23 AGENCY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or
24 provide proof of ability to pay losses and related investigations, claim administration, and defense

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1 expenses within the retention.

2 *Acceptability of Insurers*

3 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless
4 otherwise, acceptable to the AGENCY.

5 *Verification of Coverage*

6 CONTRACTOR shall furnish the AGENCY's Chief Procurement and Logistics Officer with original
7 certificates and amendatory endorsements or copies of the applicable policy language effecting coverage
8 required by this clause. All certificates and endorsements are to be received and approved by the
9 AGENCY before work commences. However, failure to obtain the required documents prior to the work
10 beginning shall not waive the CONTRACTOR's obligation to provide them. The AGENCY reserves the
11 right to require complete, certified copies of all required insurance policies, including endorsements
12 required by these specifications, at any time.

13 *Special Risks or Circumstances*

14 AGENCY reserves the right to modify these requirements, including limits, based on the nature of the
15 risk, prior experience, insurer, coverage, or other special circumstances.

16

17 **ARTICLE 12. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)
19 the provisions of this Agreement, including all exhibits and attachments; (2) the provisions of RFP No.19-
20 049 as addended; (3) CONTRACTOR's proposal dated [tbd], (4) all other documents, if any, cited
21 herein or incorporated by reference.

22

23 **ARTICLE 13. CHANGES**

24 By written notice or order, AGENCY may, from time to time, order work suspension or make
25 changes to the general scope of this Agreement, including, but not limited to, the services furnished to

8

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1 AGENCY by CONTRACTOR as described in Exhibit A - Scope of Work. If any such work suspension
2 or change causes an increase or decrease in the price of this Agreement or in the time required for its
3 performance, CONTRACTOR shall promptly notify AGENCY thereof and assert its claim for adjustment
4 within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall
5 be negotiated. Nothing in this provision shall excuse CONTRACTOR from otherwise proceeding
6 immediately with Agreement as changed.

7

8 **ARTICLE 14. DISPUTES**

9 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
10 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
11 AGENCY's Chief Procurement and Logistics Officer who shall reduce the decision to writing and mail or
12 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Chief Procurement & Logistics
13 Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such
14 copy, CONTRACTOR mails or otherwise furnishes to the Chief Procurement & Logistics Officer a written
15 appeal addressed to AGENCY's Chief Executive Officer. The decision of the AGENCY's Chief Executive
16 Officer or duly authorized representative for the determination of such appeals shall be final and conclusive.

17 B. The provisions of this Article shall not be pleaded in any suit involving a question arising
18 under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or
19 his representative or board is alleged, provided, however, that any such decision shall be final and conclusive
20 unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad
21 faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article,
22 CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

23 C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the
24 performance of this Agreement in accordance with the decision of AGENCY's Director, Purchasing and
25 Materials Management. This "Disputes" clause does not preclude consideration of questions of law in

[Type here]

1 connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as
2 making final the decision of any AGENCY official or representative on a question of law, which questions
3 shall be settled in accordance with the laws of the State of California.

4

5 **ARTICLE 15. TERMINATION**

6 A. AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by
7 giving CONTRACTOR thirty (30) calendar days written notice thereof. Upon such notification,
8 CONTRACTOR will immediately stop all work hereunder and cause any of its subcontractors to immediately
9 cease such work. Upon termination, AGENCY shall pay CONTRACTOR its allowable costs incurred to date
10 for all products, equipment and services provided up to and including the date of termination, as well as profit
11 for work performed up to and including the date of termination and reasonable project close out costs.

12 B. AGENCY may terminate this Agreement for CONTRACTOR's default if a federal or state
13 proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes
14 an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates any
15 provision(s) of this Agreement and does not cure such breach or violation within thirty (30) calendar days
16 after written notice thereof by AGENCY. CONTRACTOR shall be liable for any and all reasonable costs
17 incurred by AGENCY as a result of such default including, but not limited to, procurement costs of the
18 same or similar services defaulted by CONTRACTOR under this Agreement.

19 C. CONTRACTOR shall have no right to terminate any subcontracts for cause and then
perform the work with its forces without the AGENCY's prior written consent. AGENCY reserves the right to
require

21 CONTRACTOR to replace its terminated subcontractor with another subcontractor agreeable to the
22 AGENCY and to do so without any increase or delay in the performance of this Agreement.

23 D. Either party may, in the case of a termination for breach or default, allow the other party an
24 appropriate period of time, in no event less than thirty (30) days, in which to cure the defect, or if a defect is
25 not such that it can be cured within thirty (30) days, then the defaulting party shall diligently commence to

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1 correct such defect within thirty (30) days. In such case, the notice of termination will state the time period
2 in which the cure is permitted and other appropriate conditions.

3 E. If either party fails to remedy a breach or default of the material terms, covenants, or conditions
4 of this Agreement within the applicable cure period the non-defaulting party shall have the right to
5 immediately terminate the Agreement in accordance with the terms hereof.

6 F. In the event that either party elects to waive its remedies for any breach by the other party of
7 any covenant, term, or condition of this Agreement, such waiver by the non-defaulting party shall not limit
8 such party's remedies for any succeeding breach of that or of any other term, covenant, or condition of this
9 Agreement.

10

11 **ARTICLE 16. INDEMNIFICATION**

12 A. CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, directors,
13 employees, and agents, from all losses, damages, claims for personal injury or damages to real or
14 personal property, to the extent caused by CONTRACTOR's negligence. CONTRACTOR agrees to
15 indemnify AGENCY against expenses, including reasonable attorney's fees and liability arising from any
16 such claim of infringement, provided CONTRACTOR has the right to control the defense or settlement of
17 any such claim in accordance with the following:

18 1. CONTRACTOR at its own cost and expense, shall indemnify, defend, and hold
19 harmless AGENCY from, and against, any and all claims, demands, actions, suits, damages, liabilities,
20 losses and expenses, including reasonable attorney's fees and reimbursements, for personal injury or
21 property damage asserted by third parties ("Third Party Claims") to the extent caused by the negligence
22 or willful misconduct of CONTRACTOR in connection with CONTRACTOR's performance or failure to
23 perform this Agreement hereunder.

24 2. AGENCY shall promptly give written notice to CONTRACTOR after obtaining
25 knowledge of any Third-Party Claim against AGENCY as to which recovery may be sought against

[Type here]

1 CONTRACTOR because of the indemnity set forth in clause 1. above.

2 3. CONTRACTOR will have the right to defend AGENCY against any such Third Party
3 Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY. In addition:

4 a. AGENCY may retain separate co-counsel at its sole cost and expense to
5 monitor the defense of such Third-Party Claim provided, however, that CONTRACTOR
6 shall have the right to control the defense of such Third-Party Claim in CONTRACTOR's
7 sole discretion;

8 b. AGENCY will not consent to the entry of any judgment or enter into any
9 settlement with respect to such Third-Party Claim without the prior written consent of
10 CONTRACTOR; and

11 c. AGENCY shall cooperate with all reasonable requests of CONTRACTOR in
12 connection with the defense of such Third-Party Claim.

13 4. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate
14 any losses that CONTRACTOR is obligated to indemnify against, pursuant to this indemnification
15 provision.

16

17 **ARTICLE 17. ASSIGNMENTS_ AND SUBCONTRACTING**

18 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
19 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
subcontracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by AGENCY
21 shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions
22 of this Agreement. AGENCY and any successors to the AGENCY's title in the equipment shall have the
23 right to assign this license to any party with prior written consent of the CONTRACTOR, which shall not be
24 unreasonably withheld.

25 B. AGENCY hereby consents to CONTRACTOR's subcontracting of portions of the Scope of

12

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1 Work to the parties identified below for the functions described in CONTRACTOR's proposal.
2 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
3 AGENCY, is solely responsible for payment to the subcontractor for the amounts owing and that the
4 subcontractor shall have no claim, and shall take no action, against AGENCY, its officers, directors,
5 employees or sureties for nonpayment by CONTRACTOR.

6

7	<u>Subcontractor's Name/address</u>	<u>Subcontract Amount</u>
8	N/A	N/A
9		

10 C. CONTRACTOR shall also include in the subcontractor agreements with the stipulation that
11 the subcontractor shall maintain insurance coverage in the amounts required from CONTRACTOR
12 as provided in this Agreement.

13

14 **ARTICLE 18. AUDIT AND INSPECTION OF RECORD;**

15 CONTRACTOR shall provide AGENCY, the U.S. Department of Transportation (DOT), or the
16 Comptroller General of the United States such access to CONTRACTOR's accounting books, records,
17 payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the
18 purposes of examining, auditing and inspecting all accounting books, records, work data, documents and
19 activities related hereto. CONTRACTOR shall maintain such books, records, data and documents in
20 accordance with generally accepted accounting principles and shall clearly identify and make such items
21 readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four
22 (4) years from the date of final payment by AGENCY. AGENCY's, the DOT's, and the Comptroller General
23 of the United States' right to audit books and records directly related to this Agreement shall also extend to
24 all first-tier subcontractors identified in Article 17 of this Agreement. CONTRACTOR shall permit any of the
25 foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as
26 reasonably necessary.

[Type here]

1 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

2 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable
3 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations
4 promulgated thereunder.

5
6 **ARTICLE 20. STANDARD OF CARE**

7 A. The CONTRACTOR represents that it is fully experienced and properly qualified to perform
8 the class of services required for this Agreement and that it is properly licensed, equipped, organized and
9 financed to perform the Services.

10 B. CONTRACTOR shall perform the Services under this Agreement in a skillful and competent
11 manner, consistent with the standard generally recognized being employed by professionals in the same
12 discipline **in** the State of California. Contractor represents and maintains that it is skilled in the professional
13 calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall
14 have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents
15 that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever
16 nature that are legally required to perform the Services and that such licenses and approvals shall be
17 maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense
18 and without reimbursement from Agency, any Services necessary to correct errors or omissions which are
19 caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully
20 responsible to AGENCY for all damages and other liabilities provided for **in** the indemnification provisions of
21 this Agreement arising from Contractor's errors and omissions

22
23 **ARTICLE 21. (RESERVED)**

24
25

[Type here]

1 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

2 A. Except as otherwise provided for in this Agreement, the originals of all letters, documents,
3 reports and other products and data produced under this Agreement shall be delivered to, and become the
4 property of AGENCY. Copies may be made for CONTRACTOR's records but shall not be furnished to
5 others without written authorization from AGENCY. Such deliverables shall be deemed works made for hire
6 and all rights in copyright therein shall be retained by AGENCY.

7 B. The AGENCY undertakes that it shall ensure that its employees will not make copies in whole
8 or in part of any System and/or Products or any know-how relating thereto or any other material provided or
9 in any way obtained in readable form except for the AGENCY's own use whether supplied before, on, or
10 after the date of this Agreement.

11
12 **ARTICLE 23. FINISHED AND PRELIMINARY DATA**

13 A. All of CONTRACTOR's finished technical data, developed specifically for the AGENCY,
14 including but not limited to, technical documentation and user documentation, photoprints and other graphic
15 information required to be furnished under this Agreement, shall be AGENCY's property upon payment and
16 shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as
17 elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or
18 claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to the provisions
19 of the Freedom of Information Act, 5 USC 552.

20 B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY
21 but is retained by CONTRACTOR. Preliminary data includes submittals as prepared by CONTRACTOR
22 solely for the purpose of obtaining AGENCY's acceptance before approval is given to proceed with the work.
23 Preliminary data title and right thereto shall be made available to AGENCY if CONTRACTOR causes
24 AGENCY to exercise Article 15 "Termination", termination and a price shall be negotiated for all preliminary
25 data.

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ARTICLE 24. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war, terrorism; strikes; regulations, contractual acts of either party or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing. CONTRACTOR shall use its best efforts to remove the cause of delay and resume work as soon as possible.

ARTICLE 25. ACCEPTANCE

AGENCY shall grant CONSULTANT project final acceptance in writing upon completion of the punch list created during conditional acceptance. Project final acceptance is defined as that point in time in which the CONSULTANT has met all of its contractual obligations to AGENCY's satisfaction with no deficiencies existing. Project final acceptance does not excuse CONSULTANT's performance of its obligations related to the project. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or AGENCY's rights under any warranty or guarantee or its rights under this Agreement.

This Agreement shall be made effective upon execution by both parties.

[SIGNATURES ON FOLLOWING PAGE]

[Type here]

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 19-049 to be executed
2 on the date first above written.

3
4 **CONTRACTOR**

St. Clair county Transit District

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6 By _____

By _____
K e n S h a r k e y
Managing Director

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EXHIBIT D

REQUIRED FORMS

CERTIFICATION OF PRIMARY PARTICIPANT
Regarding Debarment, Suspension and Other Responsibility Matters

For use by prime contractors submitting a proposal in an amount equal to or greater than \$25,000.

The _____ certifies to the best of its knowledge and
(firm name/principal)

belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, _____ certifies or
(firm name/principal)

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

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion**

For use by sub-contractors who submitted proposals to the prime contractor in an amount equal to or greater than \$25,000.

The _____
(firm name/principal)

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 participant in this transaction by any Federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The _____
(firm name/principal)

certifies or affirms the truthfulness and accuracy 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

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of proposer) of

----- that:
(name of company)

(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 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____ 20 _____

By _____
(signature of authorized official)

(title of authorized official)

Agreement No. 19-049

CERTIFICATION OF DRUG FREE WORKPLACE

I, _____ (*name of authorized official*), hereby certify on behalf of _____ (*name of company*) that the CONTRACTOR named *above*, and all Sub-Contractors working on this contract, will comply with the State of Illinois Government Codes in effect at the time of submittal in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by State of Illinois Government Code in effect at the time of submittal.
2. Establish a Drug-free Awareness Program, as required by the State of Illinois Government Codes in effect at the time of submittal to inform employees all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The firm's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and;
 - d. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.
3. Provide, as required by State of Illinois Government Codes in effect at the time of submittal, that every employee who works on the proposed contract:
 - a. Will receive a copy of the firm's drug-free policy statement, and;
 - b. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____ (*name of authorized official*), hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of Illinois.

Executed this _____ day of _____ 20 ____ _

Signature of Authorized Official

Title