



Monday, June 2, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

III. Approval of Minutes

1. Approval of Minutes of May 19, 2025 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Microtransit Management and Operations with MV Transportation, Inc.
2. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the FY2025 EPA Brownfields Assessment Grant between Fehr Graham and the City of Decatur
3. Resolution Authorizing Agreement with the Illinois Department of Commerce & Economic Opportunity for a Site Readiness Planning Grant
4. Resolution Authorizing the Execution of an Agreement for the Electricity Supply for the City of Decatur Electric Accounts
5. City Manager Update
6. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However,

staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Authorizing the Execution of an Agreement with Concentric Integration, LLC, for South Water Treatment Plant Control Platform Migration Phase 2
- B. Resolution Authorizing Amendment Number 4 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, City Project 2020-13
- C. Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training
- D. Resolution Authorizing Payment to Central Square for Software Maintenance Fees
- E. Resolution Authorizing Execution of a Radio Porting Agreement with the Macon County Emergency Telephone System Board (ETSB) and City of Decatur
- F. Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement 12 C Properties, LLC

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES

Monday, May 19, 2025

On Monday, May 19, 2025, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Lisa Gregory. Mayor Moore Wolfe declared a quorum present.

Mayor Moore Wolfe called for a motion to allow Councilman McDaniel to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

Councilwoman Gregory moved to allow Councilman McDaniel to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Culp.

Upon call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Councilman Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Jaya Lawary read a proclamation proclaiming May 12th to May 16th, 2025, as Decatur Charter School Week.

Todd Farthing II and Jim Adams read a proclamation proclaiming the month of May as Motorcycle Awareness Month.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Lisa Garner Smith, Marcia Lawson, Kathy Bush Graves, Bret Robertson, Ayn Owens and Jake Oros.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of May 5, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Consuelo Cruz, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Councilman McDaniel abstained from the vote. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Moore Wolfe called for New Business.

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report.

Mr. Chad Lucas, Principal at Sikich, presented the 2023 Audit Reports and answered questions from Council members regarding pension funding and internal controls related to overspending.

Ms. Ruby James, Director of Finance, provided clarification regarding the Treasurer's Financial Report and journal entries.

2025-43 An Ordinance Providing for the Issue and Sale of not to Exceed \$59,000,000 of General Obligation Refunding Bonds of the City and for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on Such Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Gleason gave an overview of the Ordinance.

Ms. Ruby James, Director of Finance, spoke about the benefits of redeeming bonds at lower interest rates.

Upon call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Gleason presented the City Manager Update. City Manager Gleason announced the arrival of eight microtransit fleet vehicles for Decatur Transit, fully funded by IDOT grants. He also announced the upcoming retirement of Deputy Police Chief Brian Cleary who will retire with the Decatur Police Department on May 23, 2025, after 30 years of service. Additionally, City Manager Gleason announced the promotion of Lacie Elzy to the position of Economic & Community Development Director. Ms. Elzy briefly discussed her recent promotion. City Manager Gleason wished the Public Works Department a happy National Public Works Week, and reminded residents that they can reach out to the Public Works Department at 217-875-4820 to report or request a pickup of tree debris following recent storm damage.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through M. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Cooper requested to remove Item D. from the Consent Agenda Calendar. The Clerk read Items A. through C. and E. through M.:

R2025-188 Item A. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for the Allen Bend Pump Station Improvement Project, City Project 2023-01

R2025-189 Item B. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order with CDW-G for Cradlepoint Devices to Communicate with Remote Water Utility Sites

R2025-190 Item C. Resolution Authorizing Assignment of the Professional Services Agreement with Northwater Consulting to Spheros Environmental

2025-44 Item E. Ordinance Annexing Territory 3035 Lakeland Road

2025-45 Item F. Ordinance Annexing Territory 2964 South Wheatland Road

2025-46 Item G. Ordinance Annexing Territory 2976 South Wheatland Road

2025-47 Item H. Ordinance Annexing Territory 3049 South Wheatland Road

R2025-192 Item I. Resolution Approving Appointment - Electrical Commission

R2025-193 Item J. Resolution Accepting a Proposal for Health Insurance Brokerage Services from First Mid Insurance Group

R2025-194 Item K. Resolution Authorizing Action Regarding Unsafe Structures

2025-48 Item L. Ordinance Rezoning Property from R-3 Single Family Residence District to PD Planned Development District - 1077 West Grand Avenue

R2025-195 Item M. Resolution Authorizing Accepting the Bid and Authorizing the Work of Door Replacement for Transit Facilities with B&B Glass

Councilwoman Gregory moved Items A. through C. and E. through M. be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Council members Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2025-191 Resolution Accepting the Bid and Authorizing the Execution of Purchase Orders for Lime Residual Removal with Metro-Ag, Inc. for the Years 2025 – 2030, Purchase #PUR2025-02, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Cooper requested additional input from staff.

Mr. Matt Newell, Director of Public Works, spoke about the proposed purchase order with Metro-Ag and answered questions from Council members regarding any potential concerns related to land application.

City Manager Gleason highlighted the cost savings by selecting the lowest bidder.

Upon call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Other Business.

Council members discussed the collaboration among government agencies and held a discussion about illegal dumping and challenges with garbage collection.

There being no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:45 p.m. pursuant to Open Meetings Act Section 2(c)(1), litigation, when

an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

Councilwoman Gregory moved to Recess to Closed Executive Session at 6:45 p.m., seconded by Councilman Culp and on call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 7:22 p.m.

Councilwoman Gregory moved the regular City Council meeting be adjourned, seconded by Councilman Culp and upon call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:22 p.m.

Approved _____
Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-25

June 2, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Melissa Hon, Deputy City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolution Accepting The Proposal And Authorizing The Execution Of An Agreement For Microtransit Management And Operations With Mv Transportation, Inc.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with MV Transportation.

BACKGROUND: The City of Decatur issued RFP #Transit-2024-17 seeking proposals for Transportation as a Service (TaaS) to support Microtransit services. Following a competitive procurement process, MV Transportation, Inc. was selected based on qualifications, pricing, and experience.

MV Transportation is the City's current contractor for fixed-route and paratransit operations. While not the lowest-cost respondent, MV submitted the most responsive and complete proposal, offering significant added value, including the creation of a minimum of 40 permanent unionized positions. Awarding this contract to MV Transportation will support the City's goal of creating a seamless and integrated transit network by enabling future consolidation of paratransit and microtransit operations under a unified provider.

This contract aligns with the City's goals to expand flexible, on-demand transit options and improve service accessibility. This agreement establishes a cost-effective, scalable Microtransit system supporting the City's mobility goals.

Contract Highlights:

- Term: Three (3) years beginning July 1, 2025, with a one-year renewal option.
- Services: Microtransit operations for both urban and rural zones.
- Total Contract Price: \$14,059,945 (Urban: \$9,112,173; Rural: \$4,947,772)
 - Annual increases outlined in Exhibit B of the agreement.
- Contractor to provide technology platform, operators, management; City to provide vehicles, maintenance, and branding.

Funding:

Operations will be funded through a combination of:

- Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT) operating grants;
- A federal Congressional Appropriation secured by Senator Dick Durbin

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

RESOLUTION NO. R2025_____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR MICROTRANSIT
MANAGEMENT AND OPERATIONS WITH MV TRANSPORTATION,
INC.**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires Microtransit operations for mass transit operations; and,

WHEREAS, the City finds that this Agreement with MV Transportation, Inc., provides needed changes toward this goal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. The City of Decatur, Illinois management and operations agreement with MV Transportation Inc. be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute the Agreement to for Microtransit Management and Operations Agreement between the City of Decatur, Illinois and MV Transportation, Inc.

PRESENTED and ADOPTED this 2nd day of June 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (this “Agreement”) is dated as of June 2, 2025, but effective as of July 1, 2025 (the “Effective Date”), by and between the City of Decatur, Illinois, a municipal corporation (“City”), and MV Public Transportation, Inc., a California corporation (“Contractor”). City and Contractor are individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, City and Contractor desire to contract for the performance by CONTRACTOR of the public transportation services described in the Request for Proposals for Transportation as a Service (TaaS) Microtransit RFP #Transit- 2024-17 (including all addendums and attachments thereto, the “RFP”);

WHEREAS, Contractor submitted a proposal (together with attachments thereto and Contractor’s subsequent written RFP submittals and updated pricing, the “Proposal”) in response to the City’s RFP to perform the services in the manner and form set forth in the RFP, and the CITY has accepted Contractor’s Proposal; and

WHEREAS, City desires to engage Contractor to provide, and Contractor desires to provide, the services described in the RFP and Contractor’s Proposal in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Order of Precedence. This Agreement incorporates by reference the following documents in their entirety. In the event of any conflict or ambiguity between the terms of this Agreement and the documents incorporated by reference below, the following order of precedence shall apply:

- (a) this Agreement;
- (b) the Services;
- (c) Contractor’s Proposal;
- (d) the Federal and State of IL
Clauses; and
- (e) the RFP

2. Term. Unless earlier terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years, expiring on June 30, 2028. The Parties may, by mutual agreement, extend the term of the Agreement for one (1) additional year commencing on July 1, 2028, and expiring on June 30, 2029.

3. Services. The respective obligations of Contractor and City are set forth in the RFP. Subject to the terms of this Agreement, City hereby engages the Contractor, and the Contractor agrees to perform, the transportation services as more fully detailed in Exhibit E (“the RFP”) as modified by the terms set forth on Exhibit A (the “Services”).

4. Contractor Compensation.

4.1 Fees. City shall pay Contractor for Services performed in accordance with fees and terms set forth on Exhibit B. This contract will be separated into two (2) different fees; one for urban service and one for rural service. All payments from City to Contractor for future services are contingent on and subject to the availability of Illinois Department of Transportation (IDOT) DOAP funding, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. City cannot obligate funds beyond the current fiscal year. It is the intent of the City to pay Contractor for all services operated. City shall notify Contractor if such funds will become unavailable or insufficient for the provision of service, such that Contractor does not operate service for which City cannot pay.

4.2 The total yearly costs are summarized below:

<u>Year One</u> : Urban: \$2,299,968	Rural: \$1,599,657
<u>Year Two</u> : Urban: \$3,385,696	Rural: \$1,674,189
<u>Year Three</u> : Urban: \$3,427,509	Rural: \$1,672,926
<u>Year Four (Optional)</u> : Urban \$3,674,640	Rural: \$1,781,744

4.3 Adjustment. City and Contractor shall negotiate in good faith equitable adjustments to the fees set forth on Exhibit B if Contractor’s operating costs increase or expected revenue decreases as a result of any of the following events:

(a) the volume of Services to be performed by Contractor increases or decreases by more than twenty percent (20%) from the “Estimated Revenue Hours” set forth on Exhibit B;

(b) City requests a change to the scope of services detailed in this Agreement to be provided by Contractor;

(c) City requests a change to the vehicles, equipment, and/or facilities to be provided by Contractor;

(d) there is an increase in the city, county, state, or federal minimum wage that requires Contractor to increase the wages paid to its employees and/or prevailing market wages negatively impact Contractor’s ability to recruit and retain qualified employees for the performance of this Agreement;

(e) a local, state or federal government entity with jurisdiction over Contractor adopts any law, rule, regulation or order which has the effect of increasing Contractor's costs to deliver the Services under this Agreement; or

(f) a federal, state, or local government agency declares a state of emergency or similar action (including the COVID-19 pandemic or similar national emergency) that impacts services and/or products/services required to be provided by Contractor (including additional health and safety services or requirements).

Adjustments to the rates shall be applied retroactively to the first day that Contractor's costs increased. Contractor shall provide written notice to City promptly after Contractor's costs increase or an event occurs that Contractor determines in good faith will result in increased costs. If the Parties are unable to agree on equitable adjustments to the fees within sixty (60) days of Contractor's written notice, then either Party may terminate this Agreement upon 90 days' prior written notice to the other Party.

5. Invoicing; Payment Terms. Contractor shall invoice City on a monthly basis for all Services provided during the prior month. City shall pay all invoices within 30 days from the date of invoice.

6. Compliance; Permits and Licenses. Contractor shall perform the Services under this Agreement in compliance with applicable federal, state, and local laws, rules, and ordinances applicable to the Services. Contractor shall be responsible to obtain, at its own cost and expense, any and all licenses and/or permits required to perform the Services.

6.1 Liquidated Damages: The Contractor's failure to perform the contractually obligated services shall result in the assessment of liquidated damages. Liquidated damages is a specific sum of money stipulated by the contracting parties as the amount to be recovered for each day of delay or each standard of performance not met in delivery of the product or completion of the contracted services. A formal email from the City will document the date(s) of non-compliance or non-performance of the Contractor, and will detail to the Contractor the reason for the liquidated damages. If Contractor agrees to substantial route readjustments requested by City, Contractor shall be afforded a period of thirty (30) days following implementation of such changes, during which time no liquidated damages shall be assessed for failure to abide by adjusted schedule or service area readjustments, to allow Contractor to make operational adjustments to meet City requirements.

Liquidated damages shall be deducted automatically by the City from their respective invoices for the period(s) in which they occurred, the decision of the City is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce with the City and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages, and not as a penalty. The Contractor expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable, and appropriate.

City and Contractor agree to set additional performance metrics for microtransit after six (6) months of operating microtransit as both City and Contractor acknowledge this is a new service that will be built. However, the Contractor will acknowledge that some performance metrics are inherent and are as follows:

6.2 Reporting: Contractor acknowledges and agrees that they will incur a \$100/per day liquidated damage for any and all reports for each report submitted beyond the following due dates: 1. Contractor will submit monthly reports no later than ten (10) days after the close of the month. The monthly report will include all relevant performance indicators as required by the National Transit Database (NTD) for on demand/microtransit services. If and when the NTD update their reporting requirements, the Contractor will amend their data collected to abide by the new requirements. 2. The Contractor will collect and provide all annually required NTD passenger and operational performance data by March 1 of each year. The Contractor will collect and submit all Drug and Alcohol data to DAMIS by January 30 of each year. The Contractor will notify the City within one (1) hour of any accidents or incidents in writing and will have all NTD required reporting data within (24) hours of accident or incident submitted to the City.

7. Termination.

7.1 Termination for Convenience. City may terminate this Agreement for convenience, in whole or in part, at any time by the provision of 60 days' prior written notice to Contractor.

7.2 Termination for Cause. Either Party, in addition to all other remedies that such Party may have in law or in equity, may terminate this Agreement immediately upon notice to the other Party if (i) such other Party materially breaches this Agreement, and the breaching Party does not cure such breach within 60 days after written notice thereof from the non-breaching Party; (ii) such other Party initiates proceedings in bankruptcy, administration, reorganization, receivership, or dissolution; (iii) proceedings in bankruptcy, administration, reorganization, receivership, or dissolution are initiated against such other Party and not dismissed within 60 days; (iv) such other Party makes an assignment for the benefit of creditors; (v) such other Party admits in writing that it is unable to pay its debts generally as they become due; or (vi) such other Party winds up or liquidates its business.

7.3 Effect of Termination. Upon the effective date of any termination of this Agreement (after the expiration of any applicable cure period), Contractor will immediately stop work and shall incur no further obligations in connection with the terminated work. Contractor shall be entitled to receive payment for Services provided in accordance with the terms of this Agreement through the date of termination). If Contractor has any property in its possession belonging to City, Contractor will account for the same and dispose of it in the manner City directs.

8. Indemnification.

8.1 Contractor Indemnity. Contractor shall indemnify, defend, protect and hold harmless City, and City's officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after the Effective Date, from and against all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses (including reasonable attorneys' fees, expert witness fees and costs and expenses of investigation) (collectively, "Losses") incurred by any of such indemnified parties as a result of, arising from or related to (a) any material breach or non-fulfillment of any covenant or agreement on the part of Contractor under this Agreement, or (b) any damage to property or injury to or death of any persons occasioned by the grossly negligent or willful acts or omissions of Contractor, in each case except to the extent such Losses were caused by the negligence or willful misconduct of City, or City's officers, directors, employees, agents, representatives, or contractors.

8.2 Limitation on Liability. Notwithstanding anything to the contrary in this agreement, in no event shall any party be liable to any other party, or to any other person or entity, under this agreement or otherwise for any exemplary, punitive, remote, speculative, consequential, special, or incidental damages or loss of profits, whether such claim is based on contract, defect, warranty or tort (even if such party is advised of the likelihood or possibility of same), and no claim shall be made or awarded against any party for any such damages or loss of profits.

9. Insurance. Contractor, at its own expense, will at all times during the term of this Agreement carry insurance in accordance with the provisions of Exhibit C. Such insurance shall name City as an additional insured. Prior to commencement of the services under this Agreement, Contractor shall provide City with certificates of insurance evidencing the required coverage.

10. Miscellaneous.

10.1 Interpretation. Wherever the context may require, any noun or pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa. As used in this Agreement, the term "including" is illustrative and not exclusive. Words such as "herein," "hereafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. All headings are for convenience only and do not affect the meaning of any provision of this Agreement.

10.2 Negotiated Agreement. The Parties have each participated in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted by all Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions of this Agreement.

10.3 Entire Agreement; Amendment. This Agreement, the RFP, the Proposal, and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between the Parties regarding the subject matter hereof. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. This

Agreement may not be changed, modified, amended, or supplemented, except in a written instrument executed by all Parties.

10.4 Waiver. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights under this Agreement, shall not be deemed a continuing waiver or a modification thereof, and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. Any waiver must be in writing. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10.5 Cumulative Remedies. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided in equity or by law.

10.6 Severability. If any of the provisions, or any portion of any provision, of this Agreement is held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality will not invalidate or render unenforceable the other provisions of this Agreement. Rather, this Agreement shall be construed as if not containing the invalid, unenforceable or illegal provisions or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

10.7 Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Neither Party may sublicense or transfer, assign or convey any of the rights granted to it hereunder to any person or entity without the prior written consent of the other Party. Any attempted assignment in violation of this Section 10.7 shall be void.

10.8 Independent Contractor. Each Party is an independent contractor and no Party hereto is or shall be considered to be the agent of the other Party for any purpose whatsoever. No Party has any authorization pursuant to this Agreement to enter into any contract or assume any obligation for the other Party or make any warranty or representation on behalf of the other Party. This Agreement shall not be construed so as to constitute the Parties as partners or joint venturers or so as to create any other form of legal association which imposes liability upon any Party for the acts or omissions of any other Party.

10.9 Notices. Any notices required or permitted to be given hereunder may be provided in writing by personal delivery, recognized overnight commercial courier service, or by regular mail (registered or certified, postage prepaid with return receipt requested) to the addresses of the Parties set forth below.

(a) if to City, addressed to:

Decatur Public Transit System
555 E. Wood Street
Decatur, IL 62523
Attn: Mass Transit Administrator

(b) if to Contractor, addressed to:

MV Public Transportation, Inc.
2711 N. Haskell Ave., Suite 1500
Dallas, Texas 75204
Attn: Legal Department

Notices delivered (i) personally shall be deemed to be received as of actual receipt, (ii) by overnight courier shall be deemed to be received the next business day after it is delivered to such service (provided sender has proof of delivery), and (iii) by regular mail shall be deemed to be received as of five (5) days after mailing.

10.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the U.S. and the state of Illinois (without regard to conflicts of laws principles).

10.11 No Third-Party Beneficiary. The provisions of this Agreement are for the benefit of the Parties only, and no third party may seek to enforce, or benefit from, these provisions.

10.12 Force Majeure. Except for the duty to make payments hereunder when due, neither Party shall be liable to the other Party for any losses, expenses, or damages resulting from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to acts of God, fire, flood, explosion, war, terrorism, sabotage (including, but not limited to computer viruses), weather, embargo, traffic, failure of carriers, extended mechanical failure, shortages of utilities, raw materials, equipment or transportation, action or request of governmental authority, strike, sick-out, slowdown, picketing, lockout or other labor disputes, transportation embargo, civil riot or insurrection or judicial action. The affected Party shall use reasonable commercial efforts to avoid or remove those causes of nonperformance. In the event that either Party is unable to perform its obligation under this Agreement by reason of force majeure, it shall immediately give notice thereof to the other Party.

10.13 Survival. Sections 4, 5, 7, 8, and 10 (including subparts) shall survive the termination or expiration of this Agreement.

10.14 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement. Any signature delivered by facsimile or other electronic transmission shall be deemed to be an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY:

CITY OF DECATUR

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV PUBLIC TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICES

The RFP and Proposal are modified as follows:

- **Vehicles:** City will supply four additional vehicles to operate under the new rural services. The vehicles for the Services will be as follows:
 - Year one:
 - City-provided vehicles: 12
 - Contractor-provided vehicles: 13.
 - 11 Brand New 2025 BraunAbility Chrysler Voyager ADA vans and two (spare) 2018 Braun Entervans.
 - Year two:
 - City-provided vehicles: 14
 - Contractor-provided Vehicles: 11
 - Year three and beyond: City will have replaced all vehicles by the beginning of Year three of the contract term. If City requests that Contractor keep all or a portion of its existing fleet in place, this can be accommodated through a contract amendment.
- **Maintenance, fueling, and bus washing:** City will perform all maintenance, fueling, and bus washing at no cost to Contractor. Contractor had originally proposed providing two utility workers under a DBE sub-contract. Contractor will attain a 2.7% goal with the removal of these two positions and will continue to work towards meeting the overall goal going forward.
- **City will provide and pay for vehicle branding.**
- **Radios:** Radios to be supplied by City.
- **Staffing:** Lionel Griffith will be promoted to Transit Manager. The role of operations manager will not be backfilled in the existing contract. Contractor will end salary bill back City for management-level positions adjustments under its existing contract.
- **Contractor's pricing assumes continued operation of its existing contract.**
 - As Contractor will be providing a new software platform for the microtransit and paratransit system, Contractor will also work with City to provide a new CAD/AVL system for the fixed route service for the option years of the existing contract. Should Contractor's existing contract expire or terminate, the Parties will negotiate adjusted pricing for the technology.

EXHIBIT B

CONTRACTOR COMPENSATION

City shall pay Contractor a flat fee for Transition/Startup Costs, a Fixed Fee, and a Variable Rate for all Revenue Hours operated as set forth in the table below:

1. Transition/Startup Costs		\$307,875			
2. Annual Microtransit Costs - UZA		Year 1	Year 2	Year 3	Year 4
a. Fixed Costs		\$591,183	\$713,400	\$563,273	\$582,914
b. Operating Costs		\$1,708,785	\$2,672,296	\$2,864,236	\$3,091,726
Estimated Revenue Hours		37,900	56,200	57,900	59,700
Effective Operating Cost Rate per Revenue Hour		\$45.09	\$47.55	\$49.47	\$51.79
3. Annual Rural 5311 Service Costs		Year 1	Year 2	Year 3	Year 4
a. Fixed Costs		\$390,361	\$365,139	\$276,000	\$282,641
b. Operating Costs		\$1,209,296	\$1,309,049	\$1,396,925	\$1,499,103
Estimated Revenue Hours		26,500	27,200	27,900	28,600
Effective Operating Cost Rate per Revenue Hour		\$45.63	\$48.13	\$50.07	\$52.42
4. Combined Annual Operating Costs		Year 1	Year 2	Year 3	Year 4
Combined Annual Totals		\$3,899,625	\$5,059,885	\$5,100,435	\$5,456,384

Additional Pricing Terms:

Startup Costs: Contractor will invoice City for Transition/Startup Costs as stated above in the amount of \$307,875 following the first month of Service.

Fixed Fee: Contractor will invoice City for the Fixed Fee in 12 monthly installments in an amount equal to 1/12th of the fixed costs set forth in the table above.

Fare Revenue: Monthly revenue collected from passengers (net of credit card processing charges incurred by Contractor), will be deducted from Contractor's monthly invoice.

Vehicle Branding: Vehicle Branding costs incurred by Contractor for all vehicles (whether Contractor-provided or City-provided) will be reimbursed by City to Contractor on a pass-through basis.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to City and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent, or revised insurance requirements may be required.

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

Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.

Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.

Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:

Operations - Premises Liability;

Independent Contractor's Liability;

Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;

Products Liability;

Completed Operations Liability;

Personal Injury Liability, including claims arising from employees of the contractor; and

Broad Form Property Damage Liability.

Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

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

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

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

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

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

EXHIBIT D FEDERAL & STATE OF IL CLAUSES

Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

No Federal Government Obligations to Third Parties

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

False Statements or Claims/Civil and Criminal Fraud

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Access to Third Party Contract Records

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

business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Changes to Federal Requirements

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

Termination

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)

The Contractor agrees to and assures that each third-party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to, and assure that it will comply with all applicable

Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. The 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, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to: Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended, Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended, FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the 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 any subsequent Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. The contractor agrees to and assures that each third party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

Special DOL EEO clause for construction projects

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

Disadvantaged Business Enterprises (DBEs)

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement. If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder’s understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer. Disadvantaged Business Enterprises (DBE’s), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible. A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to: Notify the Owner immediately of any Delays or incomplete work by the DBE firm. Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work. If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing. Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

Incorporation of FTA Terms

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

Debarment and Suspension

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Buy America

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies. This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be: more than 60 percent for FY2016 and FY2017 more than 65 percent for FY2018 and FY2019 more than 70 percent for FY2020 and beyond Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the

Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Resolution of Disputes, Breaches, or Other Litigation

Disputes

Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement.

Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

FTA Master Agreement

Agreement (28) Section 39(b). Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third

Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual – Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Termination for Default

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract. If it is later determined by the Buyer(s) that the 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 Buyer(s), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. Determination of Outstanding Fees at Time of Termination

Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Byrd Anti Lobbying Amendment

(31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

Clean Air and the Federal Water Pollution Control Act

33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Water

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

Cargo Preference

For any transport of property or persons, solicitation respondents agree to comply with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference- Use of U.S. Flag Vessels", 46C.F.R., Part 381, to the extent said regulations apply to the project. The regulations

require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property.

Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Fly America

For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131 through 301-10.143. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prompt Payment

The Vendor agrees to pay each subcontractor under this Contract for the satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Vendor receives from City. Any delay or postponement of payment in accordance with the thirty (30) daytime frame may occur only for good cause following written Approval of City. This clause Applies to both DBE and non-DBE subcontracts.

Conditions for Accessing Federal Assistance. To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that: It must execute the Underlying Agreement and any Amendments thereto; It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award; It must identify all sources of

federal assistance from which the payment is derived; It must provide FTA with all financial and progress reports required to date; and 31 If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share: The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided; The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.

Davis-Bacon Act

As amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Contract Work Hours and Safety Standards Act

(40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Copeland Anti-Kickback Act

The contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), as amended, in addition to other requirements that may apply. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor agrees to report suspected and reported violations to the buyer.

Bonding (*IDOT has lowered the bond threshold for Federal pass through funds to \$100,000.*)

Bonding 2 CFR 200.326: For construction or facility improvement contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the nonFederal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Seismic Safety

The contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, as amended for any new buildings and additions to any existing buildings.

Public Transportation Employee Protective Arrangements

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b)

U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

State Management and Monitoring Systems

The Recipient agrees to comply with joint FHWA and FTA regulations, “Management and Monitoring Systems,” 23 CFR Part 500, and FTA regulations, “Transportation Infrastructure Management,” 49 CFR Part 614.

Charter Service

Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)- type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.

Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the 91 Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

School Bus Operations

Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.

Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Drug Use and Testing

Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.; (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

Substance Abuse, Alcohol Misuse and Testing

Drug-Free Workplace. The Recipient agrees to: (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; 94 (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part

182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

Alcohol Misuse and Prohibited Drug Use. (1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with: (i) Federal transit laws, specifically 49 U.S.C. § 5331; (ii) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655; and (iii) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40. (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Patent Rights

The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patented information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government’s patent rights to FTA, as specified in 35 U.S.C. § 200 et seq and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401.

Rights in Data and Copyrights

For projects funded through a Federal award with FTA for experimental, developmental, or research work purposes, depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. Subject data includes, but is not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

Energy Conservation

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

Recycled Products

The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

Safe Operations of Motor Vehicles

Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and 93
- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Conformance with ITS National Architecture

Solicitation respondents agree to conform, to the extent applicable to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206(e) of TEA-21, 23 U.S.C. Subsection 502 note, and with FTA Notice: "FTA National ITS Architecture Policy on Transit Projects"; 66 Federal Regulations 1455 seq., January 8, 2001, and other subsequent Federal directives that may be issued regarding ITS.

ADA Access

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings and public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

Notification of Federal Participation for States

Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income. (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows: (i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs. (ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award. (iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA. (2) After the Award Period. Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).

Prohibition on Certain Telecommunications Equipment and video surveillance services or equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: FY2022 Contractors Manual – Procurement 9-56 (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IDOT STATE CLAUSES

Complete Scope

Microtransit Operations Contract to deliver Operating Services in Decatur and Macon County.

Access to Third Party Contract Records

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

Bonding

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

Termination

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

Equal Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Special DOL EEO clause for Construction Projects

Federally Assisted Construction Contracts. Pursuant to 41 CFR § 60- 1.4(b)(1): The applicant [Recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds 64 obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Lobbying

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

Certified Payrolls

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

Vendor Registration with Illinois Department of Human Rights

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

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

Certified Payrolls

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

Method of Payment

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

Contract Period

The contract will commence on July 1, 2025, and will remain in effect for a period of four (4) years, with the option to extend for an additional one-year (1) term at the discretion of the parties involved.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

Prohibited Interest of Local Official

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

Contract Changes

Any proposed change in this contract shall be submitted to the (*City of Decatur*) for its prior approval.

Subcontracts

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

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

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

Ownership of Documents

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

Government (IL) Inspection

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

Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent, or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage: Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.

Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.

Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:

Operations - Premises Liability;

Independent Contractor's Liability;
Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
Products Liability;
Completed Operations Liability;
Personal Injury Liability, including claims arising from employees of the contractor; and
Broad Form Property Damage Liability.
Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).
All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

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

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

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

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

Disputes

Protests may be made by prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The Decatur Public Transit System (DPTS) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public

Transit System, 555E. Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- Name, address, and telephone number of protestor;
- Identification of contract solicitation number;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete, and contain all issues that the protestor believes relevant.



EXHIBIT E

Transportation as a Service (TaaS) Microtransit



Transportation as a Service (TaaS) MicroTransit

The City of Decatur, IL, and the Decatur Public Transit System (DPTS)



Submitted To:

City of Decatur

Jessica Taylor, Procurement and Transit Grant Manager
Purchasing Department
Civic Center, First Floor
One Gary K. Anderson Plaza
Decatur, IL 62523

Submitted By:

MV Transportation, Inc.

2711 N. Haskell Avenue
Suite 1500 LB-2
Dallas, TX 75204
(972) 391-4600
www.mvtransit.com

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.



Confidentiality Statement

As a privately-held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the City of Decatur and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.

For ease of the City's review, MV:

- Indicates those sections of our proposal narrative considered either confidential or a trade secret using footnotes;
- Includes confidential attachments in this proposal response; these are marked "confidential" in the margins of each document;
- Considers its pricing information confidential and has therefore indicated so in the margin of each price page.





COVER LETTER

Transportation as a Service (TaaS) Microtransit

COVER LETTER



Cover Letter

Contractors shall submit a cover letter signed by an authorized principal or partner of a firm, which shall contain, at a minimum, the following information:

1. Statement of interest in offering the service.

a) Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.

b) Certification that the firm agrees with all elements of the sample contract. Any request for material changes to the Sample Contract must be requested in writing by the Deadline for Inquiries. The city will not entertain exceptions to the State of Illinois or Federal required clauses.

c) Contractor primary point of contact name, address, telephone number, and e-mail address of the individual to contact regarding the submittal.

Please see MVs Cover Letter following this section.



COVER LETTER



April 30, 2025

Jessica Taylor, Procurement and Transit Grant Manager
City of Decatur
Decatur Public Transit System
555 E Wood St.
Decatur, Illinois 62523-1325

Re: Transportation as a Service (TaaS) Microtransit – RFP # Transit-2024-17

Dear Jessica:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates (or MV) greatly appreciate the opportunity to submit its proposal in response to the City of Decatur's Request for Proposal Number Transit-2024-17 for Transportation as a Service (TaaS) Microtransit.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. MV's proposal honors all its Collective Bargaining Agreements with the Amalgamated Transit Union Local 859 and knows the true operating costs in this market. The company is confident that its proposed operating approach offers the best value for the City.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

We always place the safety and security of our passengers, our employees, and our communities above all else. We work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We strive to pursue new ideas to bring value to our customers.

MV acknowledges receipt of Addenda:

- Addendum 1, dated April 11, 2025
- Addendum 2, dated April 18, 2025
- Addendum 3, dated April 21, 2025

MV certifies the following:

- All information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- The firm agrees with all elements of the sample contract.

Matthew Veach, senior vice president, is your primary contact for this procurement, and is authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

You can reach Matt at (630) 987-9660 or matthew.veach@mvtransit.com. Additionally, Robert Hatchett, senior vice president, will serve as your secondary contact; you can contact Robert at (832) 622-1730 or robert.hatchett@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 750 Mason Street, Suite 105, Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Decatur Public Transit System. We look forward to working with you throughout this procurement.

Sincerely,



Dorothea DePrisco
Assistant Corporate Secretary



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Transportation as a Service (TaaS) Microtransit



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1.0 EXECUTIVE SUMMARY

Transportation as a Service (TaaS) Microtransit



1.0 Executive Summary

This part of the response to the RFP shall be limited to a brief narrative summarizing your proposal including how the Contractor intends to meet the DBE 5% goal for the contract resulting from this procurement.

The City of Decatur is embarking on a transformative shift in its transportation network following the completion of a Comprehensive Operational Analysis (COA). This analysis has uncovered valuable opportunities to enhance the city's transit system by reducing the scope of fixed routes, reinvesting those savings into improving headways, and introducing an innovative microtransit service. The overarching goals of the initiative—*Connect People and Places, Drive Economic Growth, and Improve Quality of Life*—are designed to improve mobility for Decatur residents, support local economies, and ensure a more efficient, reliable, and accessible transportation system.

To bring this vision to life, Decatur has released a Request for Proposals (RFP) for a new microtransit service and to serve the rural mobility needs in Macon County as the designated recipient of FTA 5311 funds, responsible for mobility services within the County. With services launching in 2025, the City seeks a partner with extensive experience that seamlessly integrates similar services and technologies. The right partner will help execute these projects effectively and allow the City to streamline its transportation contracts under a single, proven provider, MV Transportation. MV offers the City several key plan assets:

Outstanding Leadership and Local Area Knowledge: No other competitor knows the Decatur market like MV.

Best-In-Class Software Platform: We are partnering with Spare for this opportunity; Spare offers a market-leading, innovative platform that will drive efficiencies and provide rider-self-service options. As part of our proposal, we are transitioning the paratransit service to Spare - allowing us to comingle resources to achieve optimal efficiency and flexibility, and an outstanding customer experience.

Seamless Transition: As your current provider of the fixed route and paratransit services, MV offers the City the least disruption possible. Our operations, our management team, our communications protocols, and our national training program are all in place. We will have a dedicated transition team leading our start-up.

Full-Time, Professional Operators: All operators of this service will be MV employees, members of the ATU 859, and trained in 96+ hours of in-person professional operator training. Employees will be paid a competitive wage to ensure we attract and retain the best team possible. This directly translates to safer service and a better customer experience.

Unparalleled Support: In addition to a full complement of directors in safety, training, maintenance, HR, finance, and recruiting, who actively support our local Decatur operations today, we bring to the City the expertise of Samary Espinoza, a Spare power-user and microtransit operational expert. Samary will serve as the liaison between Spare, MV, and the City.





*General Manager
Nick Standefer*

MV is uniquely positioned to meet Decatur's needs. We offer a combination of experienced leadership, strong operational performance, and a deep understanding of the local transportation landscape and the technology solutions required for success. Our proposal includes the leadership of General Manager Nicolas (Nick) Standefer, who is already well-versed in the City's operational environment, ridership, and community dynamics. Nick currently successfully leads the Decatur team, overseeing DPTS's fixed route and paratransit services, which currently operate at over 94 percent on-time. As general manager, Nick will be responsible for overseeing these services.



*Transit Manager
Lionell Griffen*

Additionally, we are thrilled to promote Lionell Griffen, our current operations manager overseeing fixed route service in Decatur, to the role of Transit Manager, responsible for Decatur's Mobility on Demand Microtransit system. MV's proposal includes our dedicated team of professionals (many of whom are already familiar with serving the City) who will play a key role in ensuring the successful launch and ongoing operation of Decatur's microtransit and rural transportation services.

Support of Your Service Expansion

MV's commitment to operational excellence is further supported by our regional and corporate teams, including transportation experts including Senior Vice President Tim McCann and Director of Operations Bruce Withers. Tim and Bruce serve as your executive and operational level contacts, and they will actively support the expansion of our current services to include the microtransit and rural transportation services.



*Project Manager
Samary Espinoza*

On the technology part of this service deployment, and in addition to Tim and Bruce, the City will have the leadership of Project Manager Samary Espinoza, a Spare power-user and microtransit expert. As project manager, Samary will lead the implementation of Spare for MV, serving as the liaison between Spare, MV, and the City, and she will support our local team throughout the contract term.

Finally, our regional directors of safety, training, maintenance, finance, labor relations, HR, and recruiting will all be part of the implementation period and support Nick and his team throughout the contract term.

Powered by Spare

Our team of planners and technology specialists will work closely with the City to implement Spare, a modern software platform that integrates microtransit with paratransit, providing a unified solution for data analytics, eligibility management, and electronic fare collection. Spare is a state-of-the-art microtransit platform that is proven; together MV and Spare successfully started up new services together, including our recent microtransit launch in Charlotte, NC, where we successfully initiated the first of 26 microtransit zones this winter.

Efficient, Reliable, and Sustainable Transit With MV

Consolidating transportation services with MV provides the City with a more efficient, cost-effective, and cohesive system that benefits both the City and its residents. The result is a more reliable, accessible, and sustainable transportation network that can adapt to future needs while enhancing quality of life for the community.

Open Fleets for Flexible and Scalable Operations: Spare offers flexibility to customers to design and scale their microtransit programs to any hybrid fleet solution. The system's Open Fleets functionality is purpose-built to support hybrid fleet operations. Spare optimizes trip assignment based on real-time availability, proximity, and cost-effectiveness. **MV intends to migrate away from Trapeze for paratransit, and we will operate all on-demand services (including paratransit) using the Spare platform. Spare's Open Fleets allow us to share the paratransit and microtransit fleets when assigning trips, thereby co-mingling service for optimum efficiency - a key goal of the COA.**

Integrated First/Last Mile and Fixed-Route Connectivity: Spare supports Decatur's goal of aligning microtransit with the fixed-route network to create a seamless, multimodal transit system. This platform provides native tools for multi-modal trip planning, allowing riders to evaluate and book trips that combine microtransit and rural transportation services with fixed-route bus service.

Predictive Analytics and Real-Time Service Optimization: Spare's real-time optimization engine and analytics dashboard give Decatur the tools needed to monitor, assess, and continuously improve your microtransit and rural transportation operations. The Spare Engine dynamically reroutes vehicles and reassigns trips in response to cancellations, delays, and emerging demand patterns – without dispatcher intervention. Spare Analytics offers out-of-the-box, NTD-compliant reporting and customizable dashboards that track key performance indicators such as on-time performance, wait times, and passenger miles. Advanced tools, like heatmaps and service-level forecasting, help the us proactively identify demand trends, optimize vehicle allocation, and ensure equitable access across all zones.

Rural Transit Expertise: Spare has extensive experience designing microtransit services for rural and low-density areas, similar to parts of Decatur, Mt. Zion, and Forsyth. Our platform supports



strategies like semi-scheduled service, co-mingling to maximize coverage and efficiency while minimizing operating costs. Spare has helped rural partners such as Durham Region Transit (ON), C-TRAN (WA), and Citibus (TX) reduce empty miles, increase passengers per vehicle hour, and improve connectivity to transit hubs. Spare's rural deployments are built to adapt, supporting offline operator tools, customizable service zones, and tailored scheduling for long-distance trips.

Seamless Transition of Service

As your current provider of Decatur's fixed route and paratransit services, MV is uniquely positioned to support the five key goals outlined in DPTS's Comprehensive Operational Analysis. We are fully prepared to support the fixed route redesign initiatives as well as "Implementing Mobility-on-Demand (MOD) options where suitable". As outlined in the COA and RFP scope of services, MV will ensure successful integration of the paratransit service with the microtransit service, where DPTS projects a shift of as much as 35 percent moving to the microtransit service.

Our existing operations in Decatur support a fully-staffed and fully supported operation where we unite the existing fixed route and paratransit services with microtransit and rural transportation services to enable a single, successful transportation solution for the City of Decatur. As mentioned earlier, General Manager Nick Standefer and proposed Transit Manager Lionell Griffen will be on-site and available to assist during the startup. They will actively play roles in setting up our operations, while they continue to oversee the daily delivery of your fixed route and paratransit

services. Director of Operations Bruce Withers will serve as the transition lead, managing all key areas of the startup. Bruce understands the City's services, your expectations, and your vision; his involvement in this transition will be pivotal.



*Director of
Transformation, Susan
Bartz*

Our services will be implemented by a dedicated director of transformation and change, Susan Bartz, as well as Samary Esponzoza. Susan will project-manage both the operational and software startups for MV, working closely with Director of Operations Bruce Withers. Susan and Samary will also work in partnership with Spare's technical representatives, who will lead the technology startup. Susan recently completed managing the transition of a 60-bus paratransit service for MV for the Indianapolis

Public Transportation Corporation in Indiana, and she and Samary successfully started a new microtransit program for CATS in Charlotte, NC.

MV Case Study: Startup Microtransit Services for Charlotte Area Transit System (CATS)

MV has a strong track record of deploying Spare across diverse service models and markets. MV was recently awarded a new contract with Charlotte Area Transit System (CATS) to provide microtransit services starting in February 2025. This innovative transit solution provides on-demand, first- and last-mile connections to key destinations, including light rail stations, workplaces, and local amenities, which are eliminating the need for rigid

schedules. MV proposed and implemented Spare technology for CATS to bring flexibility, accessibility, and convenience to riders in the region's northern towns.

Working closely with the local team, MV led the system design, coordinated the service launch, and provided comprehensive staff training throughout the implementation process. The program began with a single microtransit zone and is designed to scale up to 18 zones over time, demonstrating MV's ability to build and grow flexible, technology-driven transit systems that meet the evolving needs of large urban areas.

Today, using the CATSPass app, riders can seamlessly plan trips, book rides, and connect to transit hubs. By integrating technology with local partnerships and operational expertise, MV and Spare aim to create a rider-first experience that enhances regional connectivity.

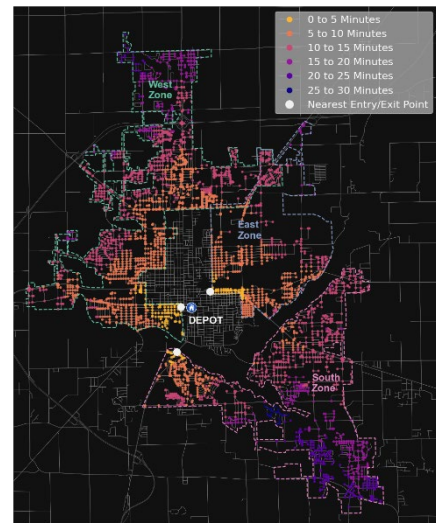
"I wanted to take a moment to thank you and your entire team for a wonderful transition and startup of CATS Micro [Microtransit], launching Monday, February 24, 2025, enhancing mobility options for North Mecklenburg County. Week one was a success, said Elizabeth Presutti, deputy director, chief administrative officer at CATS." From notice to proceed, transition planning, and launch, your team brought forward a clear strategy and has been extremely supportive, communicative, and organized. We greatly appreciate the presence of your startup transition team, on the ground support, collaborative efforts, and attention to detail over the last week."

Expert Planning and Technology Deployment Resources

The City of Decatur will have the full support of MV's Professional Services team during the transition to the Spare platform and throughout the contract term. Our Professional Services offerings comprise technology-enabled processes like transit and microtransit planning, as well as industry thought leadership in technology implementations, deployments, and managed services. Together, this team assists MV's customers as they seek to bring on new innovations in both operations and software.

This team has significant experience leading MV's Spare implementations, and together with our broader operational teams, MV has made several recommendations to Spare regarding system enhancement and capabilities. Our working relationship with Spare ensures that their product roadmap aligns with our future operations.

In addition to standing up Spare, MV offers the services of Dr. Ya Wang, who in preparation for this opportunity, led the analysis of the City's microtransit and rural transportation services. While her full analysis is provided in attachment, Ya used MV's internally developed simulation tool to test the various operational parameters (number of depots, potential depot locations, advance booking time allowed, maximum permitted response time, maximum detour time ratio), and using the result



Driving Time Isochrone Map from the Potential Depot

to inform vehicle scheduling, expected response time, and system performance in general. Over the term, this tool can aid in evaluating the impacts on services by different compositions of the vehicle fleet (accessible versus non-accessible, zero-emission versus fuel-based).

The image to the right displays the three micro transit zones by drive time from the operating yard. This map helped inform our zone entry points, ensuring we minimize the deadhead to the zone and maximize service availability.

Public Outreach, Education and Training

MV currently assists the City of Decatur in promoting the City's fixed route and paratransit services. As an example of our work, we go to Richland College, the IL Department of Labor, and local high schools to provide training to riders and educate the riders about the service. We also made the local news, with an informational segment highlighting these services. In the future, MV looks forward to working with the City to promote the services at ADM, Caterpillar (CATS) in Muiller, and Primient and many others. We will also participate in public outreach events as requested by the City; this could include having bus tours at community events, meeting with major trip generators to hold information sessions, or providing community education sessions on "how to ride". We will also distribute flyers onboard the fixed route and paratransit services, promoting the new services.

Union Support and DBE Contract Goals

In preparation for this opportunity, MV met with Amalgamated Transit Union Local 859 to ensure we were aligned regarding expectations for this service. We were pleased to agree to add these new services to our scope of work without any changes to our work rules or recently negotiated wage rates.

MV's plan includes utilizing a certified DBE staffing firm (Olivier Inc.) to meet DPTS's 5% goal, which will bring incremental call takers and vehicle service workers to support the service. We also intend to use JCM & Associates, a certified DBE uniform provider.

100% Brand New Revenue Fleet

MV appreciates the City's provision of eight new vehicles for the microtransit and rural transportation services.



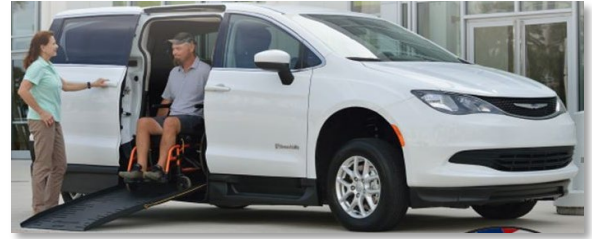
City-provided vehicles

To supplement these brand-new vehicles, MV proposes an all-brand-new, 100 percent ADA-compliant fleet comprising (11) BraunAbility Chrysler Voyager and (4) Starcraft AllStar ADA Shuttle

buses. The BraunAbility vans offer seating for 6 ambulatory passengers or 3 ambulatory passengers and 2 wheelchair passengers. The Starcraft Allstar is a larger vehicle capable of handling group trips; these offer 12 ambulatory passengers and 2 wheelchair passengers.

MV is also excited to discuss with DPTS the potential to use the paratransit fleet to support additional service hours beginning in Year 2. Under out plan, all vehicles in the fleet will be outfitted to perform either microtransit, paratransit or rural transportation services from the beginning of the contract.

All maintenance will be outsourced to local vendors. We look forward to further discussions related to maintenance.



ADA Accessible Chrysler Voyager



ADA Accessible Starcraft AllStar

A Partnership for Decatur's Future

MV proudly offers the City of Decatur a proven, forward-thinking partnership grounded in local knowledge, national experience, industry-leading technology, and a deep commitment to community-focused service. We understand the City's vision for a more connected, efficient, and equitable transit system and are ready to bring that vision to life.

With decades of operational, safety, maintenance, and labor experience and supported by our dedicated professional services team, MV brings the depth and flexibility to not only deliver day one success but also evolve alongside the City as needs and opportunities grow. Together, we can create a more responsive, inclusive, and sustainable transportation system that truly moves Decatur forward—for today and for the future.



2.0 QUALIFICATIONS, RESOURCES AND EXPERIENCE OF THE FIRM AND PROPOSED SUBCONTRACTORS

Transportation as a Service (TaaS) Microtransit



2.0 QUALIFICATIONS,
RESOURCES AND EXPERIENCE OF
THE FIRM AND PROPOSED
SUBCONTRACTORS



2.0 Qualifications, Resources and Experience of the Firm and Proposed Subcontractors

1. Firm Overview

- a) The proposal shall include a summary of the firm, business type, year founded, headquarters, structure, full-time and part-time employees.
- b) The proposal shall identify the number of years the firm has been providing the described services, and capabilities in these relevant areas shall be described, including resumes of key staff, staff proposed for this project, qualifications, and other relevant information.

About MV Transportation, Inc.

MV At a Glance
128 Transportation Contracts
94 Maintenance Shops
8,069 Buses Operated
203 million Miles Driven

MV Transportation, Inc. is a prominent passenger transportation contractor across North America, managing 128 operating contracts throughout the United States. We serve as contractors for both public and private sector partners, providing comprehensive management, operational, and maintenance services.

MV's market presence is notable due to its organic growth within the industry, rather than through acquisitions or mergers. The company aligns with the founders' service philosophy, acknowledging that satisfied employees provide excellent service and prioritize passengers' experiences. Organizationally, MV supports this culture by promoting new ideas, innovative methods, and optimized operations, allowing employees to dedicate more time to improving the passenger experience.

MV in Decatur

On July 7th, 2014, MV began its partnership with the City of Decatur, under a management contract structure. At that time, we provided key staff responsible for the management of Decatur's fixed route and paratransit contracts, overseeing your transit services. Since that time, our operations

transformed and in 2021 we changed the management model to a revenue hour model, where MV became responsible for the hiring, training, and employment of all the City's transportation services.



During our tenure together, MV and the City have always worked together to adjust and focus on delivering on community needs. For example, we operated under a turnkey model as a pilot for more than a year. Based on this pilot, the City adjusted the model further by moving maintenance back under the City.

Most recently, we have worked with the City to support funding a new CBA for our operators and staff, ensuring a full complement of employees to meet the service needs. We also expanded the service when the City reduced headways, and thanks to the new wage rate, we have been able to attract, hire, and retain additional operators with no issues.

Together, we have improved performance and enabled better access to transit options for our Decatur passengers. We look forward to implementing the new Microtransit and rural services in partnership with the City and we are confident that together we will continue to bring an outstanding service to the City and its passengers.

Our Capabilities

Our operations span multiple modes of ground transportation, including local fixed route, express service, commuter service, microtransit, same-day on-demand services, traditional ADA paratransit, public dial-a-ride, autonomous shuttles, route deviation, school bus, and shuttle (both fixed and on-demand).

We have collaborated with our customers to establish new transit modes, introduce new services, transition from legacy transit contractors and operating models, and conduct emergency transitions when systems are at risk. We are prepared for various types of transitions and have a history of successfully managing them for our customers.

In addition to our operations, our dedicated Professional Services team serves our public and private customers in non-operational yet critical ways. Their comprehensive scope includes microtransit system design, system planning and runcutting, zero emissions support, and IT transitions. This team continually lives on the cutting edge of industry best practices and constantly evaluates potential partnerships in the broader transit space.

Our History

MV's history is very simple. We have been in business for 50 years and our original founders still own the company.

In 1975, Feysan and Alexis Lodde had two vans and a dream of serving their community's most vulnerable residents. They formed an agreement with the City of San Francisco to provide transportation services for disabled persons who could use public transit. Feysan and Alex's pickups and drop-offs were often the only time our riders left their homes. Feysan often remembers having to perform stair assists, where she carried the rider down the stairs of their residence.





Founder and Owner, Feysan Lodde, San Francisco, 1975

Over time, Alex and Feysan grew their business from their outstanding reputation for public service. They hired more people with the necessary capabilities for expansion, cared for their employees, and delivered great service. They expanded their portfolio of work to include fixed route operations, and MV expanded initially in the Bay Area, then to Southern California, and then across the country. Today, the company proudly operates services in several modes within 22 U.S. states and one Canadian province.

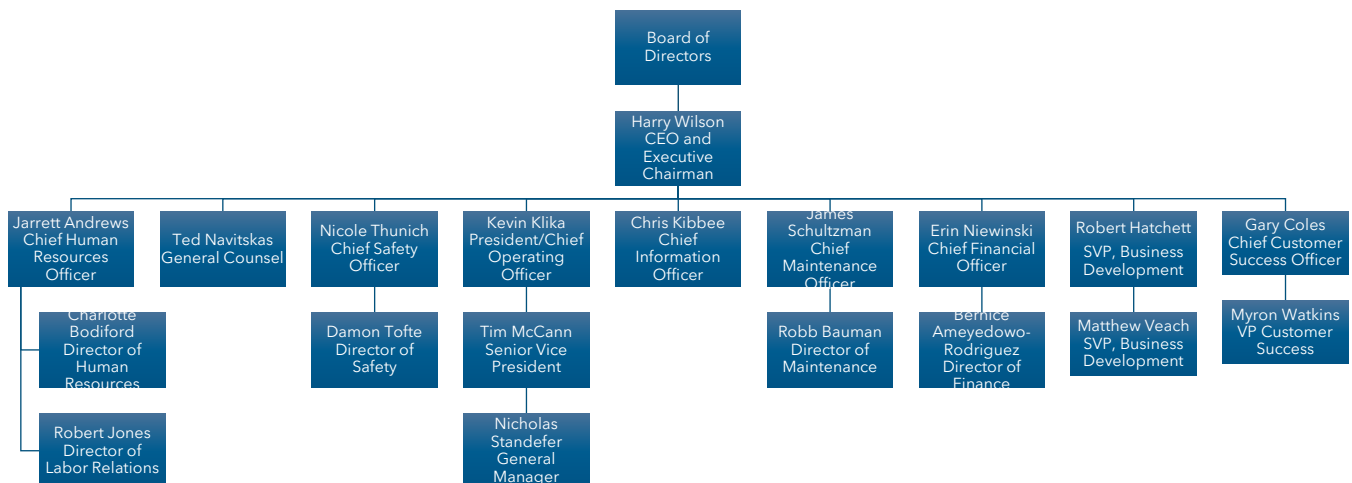
Organizational Structure

MV Transportation, Inc. is a C corporation incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team and all company human resources, public relations, legal, and IT departments are based. We also maintain support offices in Elk Horn, Iowa, and Northern California.

Today, MV operates in 21 U.S. states and, through its subsidiaries, internationally. Within North America, the company established operational regions, each with assigned support teams comprising directors of safety, maintenance, finance, labor relations, and human resources. As of April 2025, MV had 9,598 full-time employees and 893 part-time employees.

The City will have the ongoing support of industry experts who are empowered and authorized to make decisions on behalf of the organization. Senior Vice President Tim McCann leads MV's regional team. Tim reports directly to President and Chief Operating Officer Kevin Klika.

The chart below illustrates the company's reporting lines and organizational structure for this project:



Key Staff

Nicholas Standefer, General Manager



Nicholas Standefer is a dedicated transportation leader with nearly a decade of operations management experience in the industry. As General Manager for the Decatur Public Transit Microtransit Services, he will oversee all daily operations to ensure the continued delivery of high-quality service while optimizing performance and efficiency.

Nicholas has served as General Manager with MV's Decatur services for the past year, providing daily leadership for 60 staff across departments and spearheading organizational development initiatives. He actively assesses the division's performance to identify opportunities for improvement and pursues operational

initiatives to generate revenue growth. During his tenure, he has implemented route optimizations to maximize efficiency, eliminated staffing shortages to meet service demands, improved staff training programs to boost performance, and launched strategic public outreach efforts to increase ridership. As the division's key leader, he represents the company in local government meetings and manages relationships with regulators and union officials.

Prior to his current role, Nicholas served as the Assistant General Manager of the Greater Peoria Mass Transit District, as well as the Area Operations Manager for a national moving company. He has extensive experience managing large teams and diverse fleets, and is well-versed in DOT and OSHA regulations. He has a proven record of success spearheading major capital projects and organizational development initiatives, achieving significant cost reductions and performance improvements for his teams. He is a strong, decisive leader with a demonstrated ability to drive operational excellence throughout his career.

Outside of the transportation industry, Nicholas has also worked in healthcare administration as well as nonprofit operations. He holds a bachelor's degree in education and innovation from Benedictine University, as well as a master's degree in organizational leadership from Webster University.

Lionel Griffith, Transit Manager

Lionel Griffith is a seasoned transportation professional with over 20 years of experience working in the industry across operations and service provider roles. As Transit Manager for the Decatur Public Transit Microtransit Services, Lionel will oversee all daily operations of the microtransit and rural transportation programs to ensure the safety, reliability, and quality of service.



For the past year, Lionel has served as the Bus Operations Manager with MV's Decatur services. He is responsible for managing a wide range of operational functions, focusing on maintaining consistent on-time performance standards and compliance with safety and regulatory policies. He closely manages staff performance, monitoring ride data to identify opportunities for training and improvement. As a key leader, he upholds a steadfast commitment to operational best practices and works to drive strong performance and positive morale across teams.

Lionel has previously held multiple transit operations management positions and has also served in an operator role driving fixed route passenger buses. He is well-versed in route management processes and scheduling procedures, and has a keen eye for optimizing service efficiency. He has extensive experience monitoring operator performance and conducting safety checks, and is an expert in managing compliance protocols. Additionally, he has in-depth knowledge of reporting processes and data analysis, and is skilled at preparing thoughtful insights to inform strategic planning needs. Throughout his career, he has demonstrated a consistent commitment to passenger safety, service excellence, and customer service.

Lionel holds a bachelor's degree in business administration from the University of New Orleans.

Greg Valcich, Safety and Training Manager



Greg Valcich is a dedicated safety professional with over 10 years of experience working in the transportation industry. As Safety and Training Manager for the Decatur Public Transit Microtransit Services, he will oversee all safety, training, and compliance functions to support the continued readiness and reliability of the fleet.

Greg has held his current role as Safety and Training Manager for Decatur's services since 2013, managing all safety operations for the fixed route and paratransit bus service teams. He is responsible for partnering with team leaders and road supervisors to ensure all service operations remain compliant with government and company requirements, and that employees consistently adhere to

safety best practices. He works to proactively identify safety issues and helps both develop and implement plans to address them. As part of his focus on compliance, he manages the operator hiring process and facilitates both initial and ongoing training programs to maintain consistent standards of skills, qualifications, and performance across the team.

Prior to his current position, Greg held multiple management roles in the food service and electrical engineering industries. He has extensive experience managing large teams and

evaluating employee performance, as well as leading strict regulatory compliance protocols. His detail-oriented operational expertise coupled with his exceptional people management skills make him uniquely suited to spearhead safety and compliance efforts for his current teams.

In addition to these professional experiences, Greg also served as a Fire Control Technician in the United States Navy operating and maintaining fire control systems.

Patricia Abboud, Accounting Manager

Patricia Abboud is a skilled financial professional with over 30 years of experience managing fiscal operations in a variety of settings. As Accounting Manager for the Decatur Public Transit Microtransit Services, she oversees all financial processes for the division with a focus on accuracy and operational efficiency.

Patricia has held her current position as Accounting Manager with MV's Decatur services since 2023, managing the division's \$6M annual budget and overseeing all financial operations. She delivers thorough forecasting, reporting, and analysis to inform strategic planning, and ensures proper transparency and compliance in all financial processes. Additionally, she oversees day-to-day financial functions including payroll, invoicing, purchase orders, and sales reconciliations, maintaining strict attention to detail in all areas of focus. As a key administrative leader, she also oversees the onboarding of new employees into company systems, ensuring the accuracy and confidentiality of personal record details.

Prior to her current role, Patricia held multiple leadership positions in both the transportation and technical engineering industries. She has extensive experience managing multi-million-dollar contracts and spearheading business operations, as well as providing data-driven financial leadership. Additionally, she has direct experience managing complex tax filing and audit procedures, as well as facilitating new employee onboarding and other HR processes. She is a highly skilled operational leader with a keen understanding of financial best practices and a meticulous approach to her work.

Patricia holds multiple accounting certifications from William Rainey Harper College.

Please see key personnel resumes following this section.

Regional Support Team

Tim McCann, Senior Vice President of Operations & Shuttle Services

Tim brings over two decades of leadership experience in the transit industry, guiding complex operations across multiple states with nearly \$400M in annual revenue generation. With MV, Tim provides superior operational insight into our performance and sales efforts and explores and expands our new shuttle business opportunities.





For the City, Tim will continue to serve as your executive-level contact. He works with the City to realize your vision for service while ensuring your satisfaction with our services. He meets with City staff monthly by Teams or in-person meetings. Tim's goal for this project is to assist in creating a resilient, high-performing team with leaders capable of maintaining his instruction and guidance.

Having previously worked for First Transit as their senior vice president of Eastern US, Tim oversaw nearly 90 contracts across 16 states, including Washington, DC, and Puerto Rico. Tim sought to expand initiatives in India and Panama, bringing 1,500 buses and 5,000 employees.

Tim holds a Bachelor of Arts degree in economics and policy studies from Syracuse University. He is an advisory member of the New York Governor-appointed Committee for Rural Public Transportation.

Bruce R. Withers, Director of Operations



Bruce brings over 10 years of leadership in public transportation, including fixed-route, paratransit, shuttle operations, and taxicabs. He excels in creating SOPs and managing schedules for a large team of managers, dispatchers, and operators.

As director of training, safety, and quality at Frias Transportation in Las Vegas, Bruce designed orientations, safety meetings, educational classes, ongoing training and advanced large-scale hires.

Currently, Bruce is the regional director of operations for para/shuttle services, overseeing regional divisions, managers, staff, and operators, enhancing service efficiencies and SOP development for start-ups and long-term business strategies. **Bruce will directly support the operations for this project, meet with the City monthly, and work with the local team.**

Damon Tofte, Director of Safety



Damon Tofte is MV's regional safety director for the Barrie, NY and Northeast, Central Regions. Damon offers 24 years of experience in safety and compliance, serving in the waste, transit, and electrical service industries.

Damon currently serves as the regional safety director for MV where he plays a pivotal role in developing, implementing, and monitoring comprehensive safety programs across multiple locations, including Decatur. **For this project, Damon will ensure that each safety, above all other attributes of our service, is prioritized and celebrated through MV's award-winning safety program.**

Before Damon joined MV, he was the senior safety manager at Linetec Services. There, he created and oversaw health and safety programs for an international construction company with multiple locations. He led various safety initiatives, including collaboration with third-party vendors on

vehicle telematics and in-cab event recorders, and guided business leaders on safety, quality, and compliance.

Charlotte Bodiford, Regional Human Resources Director

Charlotte Bodiford has joined MV as a regional human resources director. Charlotte brings nearly a decade of experience in Human Resources.

As MV's regional human resources director, Charlotte oversees HR operations across multiple locations, ensuring alignment with company policies and strategic objectives. **For Decatur, Charlotte supports employee relations, promotes engagement through management by walking around, and ensures compliance with employment laws and regulations.**



Charlotte joined MV from Reef Technology, where she was vice president of human resources. There, she led strategic HR initiatives to drive organizational growth and ensure legal compliance. With extensive experience in talent management, Charlotte partnered with senior leadership to redefine staffing, recruiting, and retention strategies while overseeing HR business development and new business initiatives.

Robert S. Jones, Director of Labor Relations

Robert Jones brings 16 years of labor relations experience. He oversees MV's labor relations in the Northeast and is responsible for all areas of labor-management, including negotiations, grievances, arbitrations, and matters with the National Labor Relations Board. Robert joined MV in 2018.



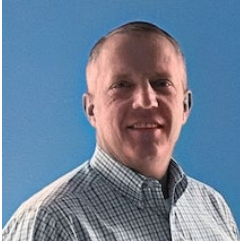
For the City's services, Robert will continue to serve as a liaison to ATU 859 during any negotiations. He is an escalation point for any labor issues we experience on the ground and has forged a proactive relationship with this local.

Robert previously worked for National Express, serving as the company's lead negotiator in collective bargaining negotiations for 10,000 employees, with 15 unions in 38 states and four provinces in Canada.

From 2005 to 2014, Robert worked for Navistar as a manufacturing group supervisor while serving as the bargaining chairman/union HR representative. He was the president of the Navistar UAW policy council and bargaining committee and the arbitration review board panel for the UAW Region 4 independent parts service industry. In the new term, Robert will be on-site as needed to foster labor harmony with the local union.

Robert K. Bauman, Director of Maintenance (Northeast)

Robert has nearly thirty years of experience in the transportation industry, bringing his expertise in goal-oriented strategy for start-ups and evaluating the needs of a well-functioning maintenance facility. **Robert's focus on this contract will be on the quality maintenance of the microtransit**



and rural transportation fleet. He will work closely with our maintenance contractor and the local team to ensure that all maintenance is completed on time and pursuant to OEM recommendations.

Previously, Robert was the Area Director of Maintenance for the East Area of Durham School Services for seven years, responsible for nearly seventy maintenance facilities across the East area, including school bus and transit facilities, where he collaborated with a team of Region Maintenance Managers for overall safety and Lean process delivery. Supervising an annual budget of around \$24 million and forty-five hundred assets for the delivery of maintenance services.

Susan Bartz, Transformation Program Director

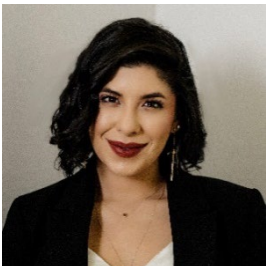
Susan Bartz joined MV Transportation in 2019 as a Transformation and Change Director. While working for MV, Susan has led start-up programs for MV's new contracts with LA DOT, Louisville TARC, St Lucie County, Chicago Public Schools, Houston METROLift, and MDOT MTA in Baltimore. She has also led major internal change initiatives, including implementing a corporate-wide applicant tracking system (iCIMS) for MV.



Prior to joining MV, Susan worked for DXC Technology, an acquisition of Hewlett-Packard Enterprise Services.

Susan will oversee the transition of these services, both from an operational and technological perspective. She will work with our local team to ensure timeline adherence and resource attainment throughout the transition period.

Samary Espinoza, Project Manager



Samary is a project manager at MV, where she has led the successful launch and implementation of innovative microtransit services since October 2024. She brings strategic insight and operational expertise to transit software development, policy development, and service design. Her deep understanding of microtransit workflows and rider experience has been instrumental in configuring platforms, training users, and shaping policies aligned with industry best practices. Samary has also played a key role in supporting the transition to SpareLabs transit software for paratransit services, streamlining operations and enhancing user adoption through cross-functional collaboration and technical proficiency.

From 2023 to 2024, Samary served as a project manager at MV, where she led microtransit operations for Dallas DART's GoLink program, overseeing 30 service zones and managing frontline staff. She ensured contract compliance by maintaining high standards for safety, service quality, and performance metrics. Samary utilized data driven insights to identify operational trends, drive service improvements, and support strategic planning for expansion. Her ability to translate

complex data into clear, actionable recommendations contributed directly to organizational decision-making.

Samary has a degree in political science from the University of Huston and is currently on working to complete her Certified Associate in Project Management.

Lidia Gonzalez, Senior IT Applications Analyst



With nearly two decades of experience in the transportation industry, Lidia brings a wealth of experience and demonstrates a comprehensive understanding of evaluating, implementing, and supporting information technology applications.

Lidia excels in configuring and customizing applications, ensuring seamless integration with existing systems. Her proficiency extends to conducting thorough system testing, troubleshooting issues, and providing invaluable support and training to users.

Lidia will perform annual reviews of the Spare system, its settings, and parameters, and she will recommend adjustments for the City's consideration.

Dr. Ya Wang, Senior Transportation Planner



Dr. Ya Wang is an invaluable asset to our Professional Services team. In support of our clients, she has led numerous projects in transit planning, demand-responsive transit operation and planning, data analysis/visualization, compliance, and quality assurance, demonstrating her ability to deliver results and drive innovation.

Dr. Wang performs comprehensive analyses and provides tailored recommendations for transit services, focusing on first mile/last mile, transportation solutions. Her thorough analysis includes evaluating ridership trends, demographics, and socioeconomic data to accurately gauge transit demand/needs and assess the impact on accessibility. Dr. Wang's proven expertise and analytical insights mark her as a key player in advancing the City's transit initiatives.

Ya is available to the City to assist in any planning and analysis of the DPTS service; for example, she can identify unmet needs, recommend service expansion, recommend scaling service, and plan effective operator run cuts that match supply with demand.

Elizabeth (Liz) Stayner, Senior Transit Planning Manager

As the senior transit planning manager, Elizabeth Stayner serves as MV's in-house expert for routing, schedules, and runcutting for our most complex operations. She has extensive planning experience that she utilizes to create operator deployment schedules tailored to our clients' unique operational needs.



As Senior Transit Planning Manager, Liz collaborates with the City when creating system-run cuts. She ensures that the cut is operator-friendly yet efficient. She will also work with the City as it implements the findings of its COA and adjusts the service plan to account for those changes.

During her 15-year tenure with MV, Elizabeth has gained firsthand experience in field-level transit operations. She has overseen and planned the daily operations at multiple locations, ranging from 25 operators to over 600 operators, in places in California and Nevada. In these roles, she oversaw operations and planning functions as well as served as a liaison between union agents, the client, and MV. In 2019, she joined MV's Professional Services team, supporting all our locations with planning services.

Myron Watkins, Vice President of Customer Success



Myron Watkins is MV's vice president of customer success. He joined the MV team in 2019 as vice president of operations and chief of staff. In this role, he was responsible for employee engagement and performance standards across multiple divisions. He played a key role in reversing trends in two underperforming divisions.

As VP of Customer Success, Myron will actively engage the City staff to understand the best ways we can support your vision for these new services and to gauge the City's satisfaction with our services.

In 2020, Myron became the strategic operations vice president, managing two high-profile customer accounts, providing transportation services in eight major cities. During this time, he collaborated with the DART division to expand microtransit services, successfully improving customer experience. In 2023, Myron joined the new customer success team, focusing on client satisfaction by coordinating internal and external resources to achieve successful client outcomes.

Before joining MV, Myron was a vice president of customer experience for Greyhound Lines in Dallas, Texas. He held this role for seven years, working to enhance product and service offerings and amenities to attract new customers. He also served as a vice president of operations for three years, contributing to a ten percent increase in on-time performance levels through improved policies and procedures.

2. Subcontractors (DBE Vendors)

Subcontractors, their role, and relevant experience.

MV has selected two DBE firms to support these services; one is a supplier (JCM and Associates), and one is a subcontractor (Olivier). With the participation of these two firms, MV's proposal meets the 5 percent DBE goal required of this project.

JM and Associates- Uniform Supply Services (Supplier)



JMC and Associates have been awarded the contract to supply uniforms to MV's operators. The company specializes in high-quality, professional uniform solutions tailored to the transit and service industries. Their extensive experience outfitting large-scale transit teams ensures consistency, durability, and adherence to safety standards. JMC has a proven track record of timely delivery and maintains high levels of customer satisfaction in similar public sector engagements.



Olivier Inc.- Staffing Support Services (Subcontractor)

Olivier Inc. will provide staffing support to maintain the continuity and quality of City of Decatur services. With extensive experience in recruiting and managing personnel for municipal and transportation operations, Olivier Inc. has expertise in workforce planning, regulatory compliance, and employee retention. Their involvement will ensure that staffing levels remain optimal and responsive to the City's operational needs.



Both subcontractors were selected for their demonstrated capabilities and commitment to supporting MV's high standards in transit operations.

Please see MV's DBE Good Faith Effort submitted separately in the emailed copy of this proposal.

3. Contractor experience, clients, references

- a) Proposals shall include five (5) references where the Contractor has provided the SaaS platform and TaaS mobility services within the past three (3) years to a Transit Agency, Government, or other transportation provider. Contractors shall note the components of the SaaS software platform utilized and the relevant time period of use.
- b) Contractor shall include the name, address, phone number and e-mail address of the reference agency's contact person.
- c) The city prefers clients who are of comparable size regions and operations.

MV Transportation References

Roseville Transit System and South Placer Transit Information Center City of Roseville

Roseville, Calif. MV began operating the fixed route, commuter, and complementary ADA paratransit services (the Dial-A-Ride) for the City of Roseville in 2001. These services, which collectively form the Roseville Transit system, connect Roseville's residents to the surrounding Sacramento and Placer Counties.

MV also operates the South Placer Transit Information Center on behalf of Roseville Transit and three partner agencies. MV's team assisted with implementing this centralized, regional call center.



Customers of the transportation services represented by the call center can call for information or access it through an online information portal.

	47 vehicles maintained by the client
	MV uses Zonar to perform and track daily vehicle inspections, and the City performs the maintenance. MV also uses the Trapeze PASS system and a proprietary reporting tool for paratransit scheduling, reservations, and dispatching.
	MV is on our third contract term and is currently ratifying our fourth.
	CNG, gas, and diesel fuel types
	MV provides operations, reservations, and dispatch.
	Recognized as Regional Project of the Year by the Sacramento Area Council of Governments.
	Please contact Richard Frost, Transit Operations Supervisor, at (916) 746-1304 and rjfrost@roseville.ca as a reference for this contract. ¹ 2075 Hilltop Circle Roseville, CA 95747

Charlotte Area Transit System (CATS)

In the fall of 2024, Charlotte Area Transit System (CATS) in North Carolina selected MV as their contractor to advance its operation by integrating both microtransit and paratransit services to reduce operating costs, increase passenger efficiency, and improve quality of service. This long-term contract would provide the management, operation, and maintenance of up to 18 microtransit zones within the Charlotte metropolitan area. Being a new service, Charlotte Area Transit System had put much time and effort into planning this initial microtransit zone, due to beginning operational services in February of 2025.

Starting in December, MV began startup activities such as building a strong partnership with our local DBE subcontractor, My Little Helper, who performs nearly 45 percent of the service, responsible for providing dispatchers for the operation, and making all phone reservations. Working closely as a team, MV and its local DBE partner began joint hiring efforts, seeking out candidates focused on being team players for this brand-new service, deemed CATS MICRO. MV had regional support team members, corporate support team members, and behind-the-wheel trainers from other locations on the ground for the startup. This effort proved to be very rewarding because now the general manager has the resources needed for a successful launch.

MV worked very closely with its technology partner, Spare. This duo worked tirelessly and rigorously to begin testing this technology through a series of simulations and dry runs. Working side-by-side with our customer at CATS and with Spare onsite, MV made several recommendations

¹ Please note that MV's reference contact information is considered confidential.

for improvements to the system based on this test and dry runs. The result led to long-term platform enhancements, based on MV's best practices in dispatch.

On February 24th, 2025, service went live. On our first week of service, we updated our customer every 3 hours on how we were performing against our KPIs, what opportunities we saw, and what risks were present. After nearly nine weeks of servicing the citizens of Charlotte, we are proud to report that this service now records over 90 trips per weekday and 60 on weekends, both increasing with every week of service.

	MV uses Spare products for dispatching.
	MV began operating this contract in 2024.
	MVT performs all management, operation, and maintenance for the CATS microtransit and paratransit services.
	Please contact Dietrich Brown, Program/Paratransit Manager, at (704) 621-6098 or Dietrich.brown@charlottenc.gov as a reference for this contract. ² 600 East Fourth Street Charlotte, NC 28202

Conventional Fixed Route and Barrie Accessible Community Transportation Service (BACTS) Specialized Service, Barrie Transit

In 2014, MVT Canadian Bus ("MVT") assumed operations of the Barrie Transit services as part of a Public Private Partnership (P3) agreement with the City of Barrie.

In 2014, MV's Canadian subsidiary, MVT Canadian Bus assumed operations of the Barrie Transit services as part of a Public Private Partnership (P3) agreement with the City of Barrie.

MVT performs all operations and maintenance for the City's conventional bus (fixed route) services and Specialized Transit door-to-door transportation (paratransit) services. MVT's team uses the Trapeze products for dispatching both services.

MVT was awarded this historic contract - the first of its kind for both MVT and Canada - as part of a consortium that included engineering, design, and construction firms. MVT's partners were tasked with the construction of a new transit facility, the Barrie Transit Garage. Completed in 2015, this energy efficient transit facility provides indoor storage for the Barrie Transit fleet. The Barrie Transit Garage houses an automated bus wash system, on-site fueling and bulk fluid dispensing systems, and vehicle maintenance and storage capacity with expansion capabilities to accommodate almost double the current fleet size, which will allow for future system growth.

	MV operates, dispatches, and maintains 55 buses for the City.
	MV uses Trapeze products for dispatching.

² Please note that MV's reference contact information is considered confidential.

	MV began operating this contract in 2014.
	MVT performs all operations and maintenance for the City's conventional bus (fixed route) services and Specialized Transit door-to-door transportation (paratransit) services.
	Please contact Brent Forsyth, Director of Transit and Parking Strategy at (705) 739-4220 x4521 and brent.forsyth@barrie.ca as a reference for this contract. ³ City Hall, 70 Collier Street PO Box 400 Barrie, Ontario L4M4T5

Area Regional Transit (ART)

St. Lucie County, FL. St. Lucie is a fast-growing county on the East Coast of Florida, with major cities including Fort Pierce and Port Saint Lucie. Serving a population of approximately 300,000, the county's area transit system oversees eight fixed routes for public bus service, one microtransit zone, and door-to-door paratransit for eligible disadvantaged individuals and seniors. A new microtransit zone will begin operation in September 2023.



MV has been a transit contracting partner since 2020. In 2022, MV supported St. Lucie County in the complete rebranding of the system. All ART vehicles include artwork created by local area residents. The artwork was selected by 10 area artists, including students from local elementary and high schools.

The County selected MV to provide these services based on our:

- Compelling vision of the future of transit
- Solid track record of successful mixed-mode operations
- Application of technologies that enable an exceptional customer experience, including DriveCam and Zonar.

	73-vehicle fleet is used for this service, including nine non-revenue vehicles
	102 operators operate this service
	MV provides service delivery, reservations, scheduling, dispatch, and maintenance.
	Please contact Adolfo Covelli, Transit Director, at (772) 462-1798 and covellia@stlucieco.org as a reference for this contract. ⁴

³ Please note that MV's reference contact information is considered confidential.

⁴ Please note that MV's reference contact information is considered confidential.

	437 North 7 th Street Fort Pierce, Florida 34950
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Spare References

Roseville County Transit Auburn, CA

Contact: Jaime Wright, Public Works Manager - Transit Services, Placer County

Address: 2970 Richardson Dr, Auburn California 95603

Email: jaimewright@placer.ca.gov

Phone: (530) 550-1212

Summary: In August 2022, the City of Roseville partnered with Spare Labs and MV to modernize its transit network through the "Go South Placer" initiative. This collaboration aimed to integrate Roseville Transit's microtransit and ADA paratransit services into a unified, app-based on-demand system. Leveraging Spare's platform, the city provided a streamlined rider experience with centralized booking, real-time routing, and operational coordination across service types. The transition was designed to improve service delivery, reduce the administrative burden, and enhance accessibility for the community.

Results: Since implementing Spare's platform, Roseville has experienced a notable transformation in how transit services are delivered and used. Riders quickly adopted the app-based system, reducing reliance on phone-based reservations and increasing self-service capabilities. Integrating all services under one digital interface simplified the user experience and introduced operational efficiencies by consolidating scheduling and dispatch. These improvements led to increased flexibility in service delivery, allowing real-time adjustments and optimizing vehicle usage. Overall, the unified approach brought greater consistency and improved accessibility and helped Roseville offer a more responsive and cost-effective transit solution.

Placer County Transit Auburn, CA

Contact: Rich Frost, Transit Operations Supervisor

Address: 2970 Richardson Dr, Auburn California 95603

Email: rjfrost@roseville.ca.us

Phone: (916) 580-4046

Summary: Placer County Transit sought to transition from its legacy dial-a-ride service to a modern, app-enabled on-demand transit model. In partnership with Spare, the county deployed microtransit and ADA paratransit services through the "Go South Placer" app. The project began with data-driven planning using Spare Realize to evaluate anticipated demand and optimize service



zones. With the service launch in January 2023, riders could book and manage trips independently through a centralized digital platform that merged flexibility with accessibility.

Results: Following the launch, Placer County observed a steady shift toward greater rider independence as users increasingly engaged with the app to book their trips. This digital transformation reduced the load on call centers while enhancing the customer experience. The planning efforts undertaken with Spare Realize proved effective, as the services were deployed in areas of demonstrated demand, improving operational alignment. Building on this success, the county began work in August 2023 to bring its deviated fixed-route services onto the Spare platform, continuing its journey toward a fully integrated and rider-centric transit system. The transition marked a significant step in delivering a more efficient, data-informed, accessible public transportation network.

Charlotte Area Transit System (CATS) Charlotte, NC

Contact: Jason Lawrence

Address: 600 East Fourth Street, Charlotte, NC 28206

Phone Number: (704) 330-3428

Email: jason.lawrence@ci.charlotte.nc.us

Project Summary: Charlotte Area Transit System (CATS) launched a new microtransit service powered by Spare to bring flexibility, accessibility, and convenience to riders in the region's northern towns. This innovative transit solution provides on-demand, first- and last-mile connections to key destinations, including light rail stations, workplaces, and local amenities—eliminating the need for rigid schedules.

The service represents the first phase of a larger mobility transformation, paving the way for expanded microtransit solutions across Charlotte. Developed in collaboration with My Little Helper, a local Disadvantaged Business Enterprise (DBE) handling 40% of operations, and MV Transportation, which oversees service delivery, this initiative highlights CATS's commitment to innovation, equity, and community-driven transit solutions.

Using the CATSPass app, riders can seamlessly plan trips, book rides, and connect to transit hubs. By integrating technology with local partnerships and operational expertise, the project aims to create a rider-first experience that enhances regional connectivity.



Results: The launch of CATS’s microtransit service has already delivered tangible benefits for riders and the broader community. By providing seamless first- and last-mile connections, the service enhances accessibility to key destinations such as light rail stations, workplaces, and local amenities. The integration of the CATSPass app allows riders to plan and book trips effortlessly, improving the overall user experience. Additionally, the partnership with My Little Helper and MV Transportation demonstrates a community-driven approach, fostering economic opportunities for local businesses while ensuring efficient service delivery. As the first phase of a larger mobility vision, this initiative establishes a scalable foundation for future expansion across the Charlotte region. Most importantly, the project highlights CATS’s commitment to innovation, equity, and rider-first transit solutions, setting a new standard for flexible, technology-driven transportation.

Above: The Spare and CATS teams at the launch of the microtransit project.

KEY PERSONNEL RESUMES

Nicholas Standefer

General Manager

Nicholas Standefer is MV's proposed General Manager for the Decatur Public Transit Microtransit Services.

Experience

General Manager, MV Transportation, Inc. (Decatur, IL) **February 2024 to Present**

- Oversees daily operations for the City of Decatur Mass Transit system, managing a team of 60 staff
- Spearheads organizational and financial development initiatives
- Identifies and pursues opportunities for revenue growth via operational improvements including route optimization, staff training, strategic public outreach, and SOP reviews
- Manages relationships with union and local government officials
- Manages employee incentive and recognition programs as well as training initiatives
- Attends regular government trainings and local council meetings to represent the company
- During tenure, successfully eliminated staffing shortages

Assistant General Manager, Greater Peoria Mass Transit District (Peoria, IL) **January 2019 to February 2024**

- Managed daily operations of a 92-vehicle fixed route and medium duty fleet, overseeing a team of 39 staff and budgets totaling \$5M annually
- Led major organizational development initiatives to streamline operations and reduce costs
- Served as project manager for 40+ major capital projects valuing over \$100M
- Managed district-wide green initiatives including going paperless and investing in renewable energy and electric buses
- Facilitated \$100M+ investments in new equipment and vehicles
- Oversaw the design and construction of a \$48M maintenance and administration building
- Led safety, training, and compliance efforts to improve overall standards and practices

Area Operations Manager, Two Men And A Truck (Central Illinois Region) **March 2016 to January 2019**

- Led a team of 50+ staff across 3 locations
- Identified opportunities to optimize efficiency and streamline operations to reduce costs and increase revenue
- Led staff training programs and performance improvement initiatives
- Maintained compliance with DOT, OSHA, and company policies
- Managed quality control processes
- Managed human resources and customer relations functions

Nicholas Standefer

General Manager

Quality Management Administrator, Springfield Clinic (Springfield, IL)
December 2014 to March 2016

- Developed and implemented processes to streamline operations
- Led efforts to improve the customer experience
- Developed and launched improvements to patient scheduling procedures

ReStore Administrator, Habitat for Humanity (Springfield, IL)
January 2011 to December 2014

- Managed daily store operations and identified opportunities to improve efficiency
- Managed inventory processes as well as facility and equipment repairs
- Coached international volunteer teams serving at risk populations
- Created and managed an international outreach program to partner with global aid organizations

Education and Training

Webster University

- Master's Degree in Organizational Leadership, concentration in Education and Innovation

Benedictine University

- Bachelor's Degree in Education and Innovation

Training

- Be Safe Certification

Lionel Griffith

Transit Manager

Lionel Griffith is MV's proposed Transit Manager for the Decatur Public Transit Microtransit Services.

Experience

Bus Operations Manager, MV Transportation, Inc. (Decatur, IL) **February 2024 to Present**

- Oversee all daily operations functions to ensure the safety, reliability, and quality of service
- Manage staff performance and compliance with regulatory policies

Bus Operations Supervisor, First Transit (Marietta, GA) **August 2022 to February 2024**

- Oversaw day-to-day fixed route transit operations, managing a team of 170 operators
- Monitored daily on-time performance rates to ensure the reliability and efficiency of service
- Conducted frequent ride checks to ensure the quality and safety of service
- Coordinated on-board camera reviews to ensure driver compliance with safety protocols
- Prepared route performance reports and supported strategic planning processes
- Supported employee relations and HR processes

Bus Operations Supervisor / Interim AGM, Connect Douglas (Douglasville, GA) **December 2021 to August 2022**

- Oversaw day-to-day fixed route transit operations, managing a team of 30 operators
- Managed route assignments to ensure proper vehicle coverage
- Monitored on-time performance rates to ensure consistency with company goals
- Managed reporting processes to ensure compliance and quality standards

Bus Operations Supervisor and Compliance Officer, Metropolitan Atlanta Rapid Transit Authority (Atlanta, GA) **May 2006 to December 2021**

- Oversaw fixed route operations, managing a team of 600 operators and contractors
- Monitored on-time performance rates to ensure the quality and reliability of service
- Analyzed route data and field reports to ensure adherence to schedules and operational policies
- Managed compliance with safety policies and government regulations
- Led accident investigations and managed follow-up reporting processes
- Served on the local union board representing member interests to leadership

Lionel Griffith

Transit Manager

Bus Operator, Metropolitan Atlanta Rapid Transit Authority (Atlanta, GA)
November 2005 to May 2006

- Operated New Flyer buses equipped with air brakes, ensuring passenger safety and on-time performance

Transit Surveyor, New Orleans Regional Transit Authority (New Orleans, LA)
August 2003 to August 2005

- Conducted passenger surveys and provided customer service support

Education and Training

University of New Orleans

- Bachelor of Business Administration

Greg Valcich

Safety and Training Manager

Greg Valcich is MV's proposed Safety and Training Manager for the Decatur Public Transit Microtransit Services.

Experience

Safety and Training Manager, MV Transportation, Inc. (Decatur, IL) **August 2013 to Present**

- Oversees all safety operations for fixed route and paratransit bus services
- Manages operator hiring and training
- Maintains compliance with government transportation regulations
- Partners with management and road supervisor teams to implement service improvements
- Partners with maintenance teams to ensure vehicle safety issues are addressed
- Supports the development and implementation of operational procedures
- Served as a Classroom Trainer, Road Supervisor, and Driver via additional MV Transit locations

Dining Services Supervisor, Lutheran Home (Chicago, IL) **January 2002 to March 2013**

- Managed the delivery of timely and accurate meal service for residents
- Oversaw a team of 80 food service staff and prepared shift schedules
- Conducted employee performance evaluations
- Managed compliance with health department standards
- Fielded and addressed resident complaints

Electrical Testing Supervisor, Omni Circuits (Chicago, IL) **June 1993 to August 2001**

- Oversaw the electrical testing department ensuring the reliability of printed circuit boards
- Managed electrical equipment including setup, repairs, and troubleshooting
- Maintained strict compliance with safety regulations and company policies

Fire Control Technician, United States Navy (Multiple Locations) **April 1986 to April 1992**

- Operated, maintained, and repaired fire control systems
- Managed system consoles during training exercises

Greg Valcich

Safety and Training Manager

Education and Training

United States Navy Fire Controlman School

- Completed specialty systems training

Professional Affiliations & Awards

MV Transportation, Inc.

- Katherine McClary Operator of the Year Award, 2015

Patricia Abboud

Accounting Manager

Patricia Abboud is MV's proposed Accounting Manager for the Decatur Public Transit Microtransit Services.

Experience

Accounting Manager, MV Transportation, Inc. (Decatur, IL) February 2023 to Present

- Manages a \$6M division budget, delivering thorough financial forecasts and reporting
- Provides complex financial analysis for leadership to inform strategic planning
- Supervises payroll team and manages biweekly payroll processing
- Oversees new employee onboarding in company HR and finance systems
- Manages invoicing and purchase order processes
- Tracks and reconciles all transit sales and fare box deposits
- Ensures proper transparency and compliance in reporting and tracking processes
- Provides operational leadership and support as needed

Customer Care Representative, Harte Hanks (Remote) April 2021 to February 2023

- Served on the NBA and Illinois Dept. of Employment Security customer care teams
- Provided senior-level customer service, serving as the point-of-escalation for complaints
- Managed customer retention efforts
- Processed refund requests
- Provided technical support

General Manager, MyCity Transportation, Inc. (Fort Lauderdale, FL) September 2018 to June 2019

- Managed a \$2.1M airport transportation contract, successfully contributing to subsequent renewal
- Oversaw daily operations including scheduling and payroll focusing on driving service efficiency
- Provided conflict resolution and crisis management leadership
- Managed TSA compliance efforts and audit processes
- Oversaw new employee onboarding

Chief Financial Officer, RGA Labs, Inc. (Barrington, IL) May 1991 to Present

- Directed financial operations including budgeting, accounts management, and payroll
- Prepared quarterly financial statements and additional reporting as needed
- Managed subcontractor timesheets and payments

Patricia Abboud

Accounting Manager

- Partnered with tax professionals to manage filing processes
- Led benefits selection processes with insurance brokers
- Managed new employee onboarding

Education and Training

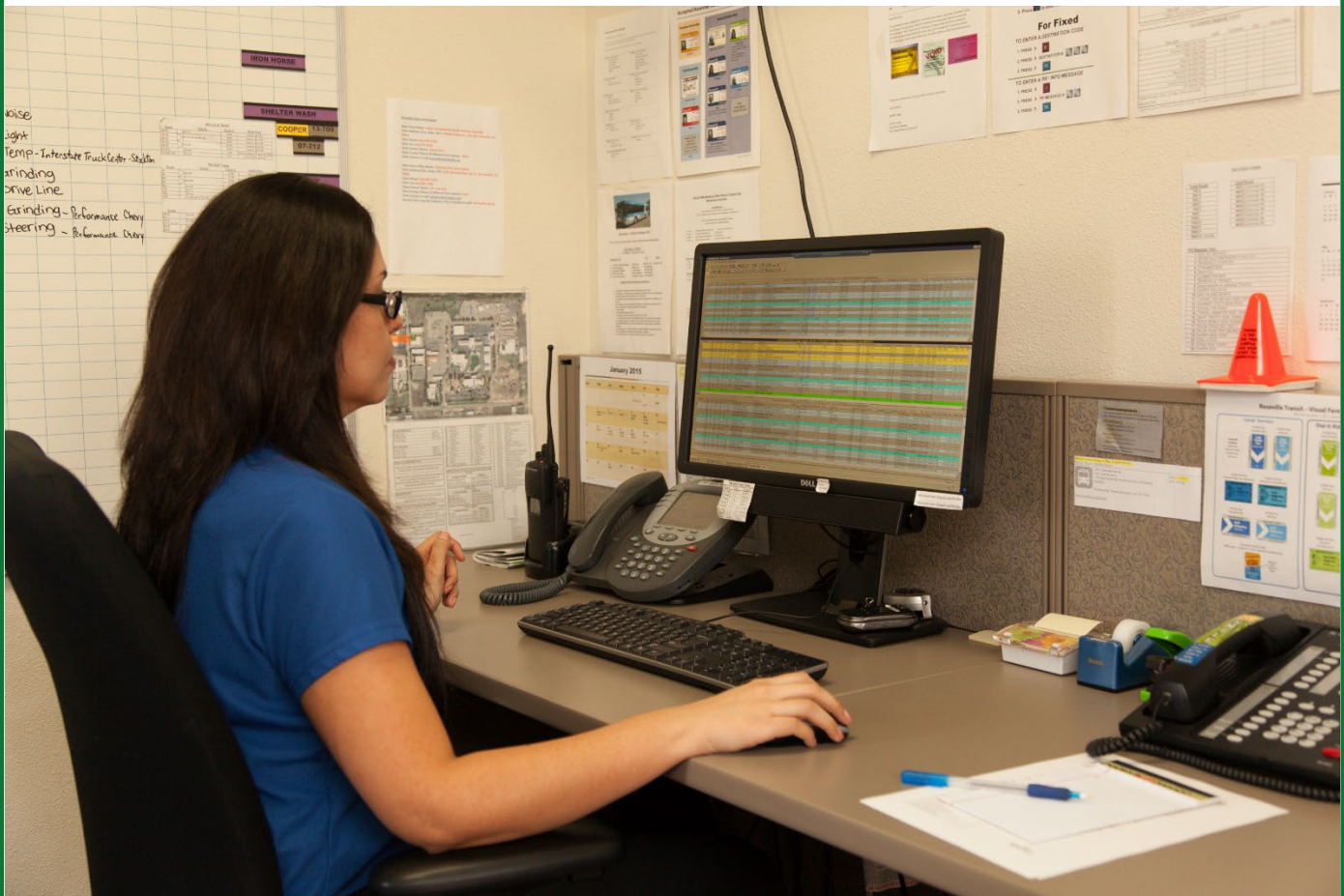
William Rainey Haper College

- Accounting Associate Certification
- Accounting Clerk Certification



3.0 TAAS SYSTEM AND OPERATIONS CAPABILITIES

Transportation as a Service (TaaS) Microtransit



3.0 TAAS SYSTEM AND
OPERATIONS CAPABILITIES



3.0 TaaS System and Operations Capabilities

1. SaaS Strategy

This section will include a description of the proposed TaaS mobility solution to meet the requested objectives and functionalities using the Contractors cloud-based SaaS platform. The Contractor should describe approaches, strategies, and functionalities that meet or exceed the requirements requested by the city.

Proposed TaaS Mobility Solution

MV proposes SpareLabs technology for the City's services.

Spare is a leading provider of on-demand transit technology, empowering public transit agencies worldwide to deliver more efficient, accessible, and rider-friendly services.



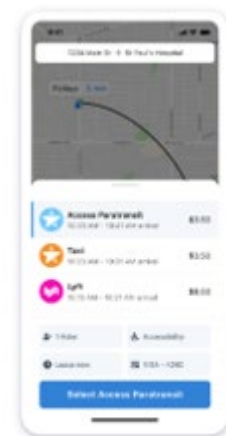
Through its all-in-one, highly configurable platform, Spare easily enables agencies of any size to design, launch, and manage ADA paratransit, microtransit, and other demand-responsive services. With robust tools for service design and real-time management, Spare helps agencies boost on-time performance, reduce costs, and enhance the rider experience.

Whether building flexible service zones or automating dispatch with AI, Spare's intuitive, scalable software is built to adapt—so transit agencies can deliver more rides, more efficiently, to more people.

MV understands the requirements the City has outlined for its TaaS mobility solution in section five of its RFP and presents the solutions outlined below.

User Registration

To use the system, all users register and set up a personal account, which includes basic information such as their name, address, phone number, email, and preferred destinations. Spare simplifies this process by requiring only a phone number to receive text messages, an email address, a username, and a password to create an account. While users have the option to add more details, like favorite destinations, for improved personalization and trip planning, these fields are optional and not necessary for initial registration.



Spare Rider App

Fare Options

MV will install the EZ Transport on-board reader, enabling a cashless faring solution that will be deployed on the vehicles to help enhance the City of Decatur's fare payment process. With the EZ Transport system, the City's vehicles will be



equipped with mobile payment devices. Operators enter fare costs into the device, enabling passengers to conveniently swipe their credit or debit cards for payment. This technology is also a requirement of the RFP and is not considered an optional cost.

In addition, the Spare platform fully supports the City of Decatur's requirement to explore various fare options while aligning with DPTS fare policy. As a key component of the SaaS solution, Spare allows users to create and securely link payment accounts using various modern payment methods. This includes credit and debit card payments via Stripe Connect (PCI-compliant), mobile wallet payments through Apple Pay and Google Pay within the Spare Rider App, and phone-based transactions through Spare Pay IVR, enabling secure, agent-free credit card payments.

Spare also supports fare-free and cash fare configurations, allowing for maximum flexibility depending on local agency preferences.

To ensure compliance with DPTS fare policy, Spare enables fare rules to be configured at multiple levels—including service type (e.g., microtransit vs. paratransit), rider eligibility groups, and even trip attributes like distance or time of day. This allows Decatur to maintain complete control over fare structures while offering riders a seamless and customizable payment experience.

Spare supports advanced capabilities such as fare capping, ticket-based systems (software-only), and third-party subsidies through open APIs, allowing the City to adapt as fare strategies evolve.

Trip Planning

The Spare platform fully satisfies the City of Decatur's requirement for robust trip planning capabilities across multiple access points, including mobile application, web portal, and call center. Through the Spare Rider App, Rider Web portal, and call center interface (via the Spare Admin Panel), users can explore all valid travel options within the service area, including fixed-route transit, curb-to-curb on-demand service, and integrated first/last-mile connections.

Spare's multimodal trip planning engine gives users real-time information on travel times, estimated fares, walking and wait times, and transfer points. Riders can compare multiple travel options—such as on-demand only, transit-only, or a combination of both—and make informed decisions based on their preferences. The system also allows users to exit the planning flow at any time or proceed to book a selected trip directly within the interface.

Transit integration is powered by GTFS data and enhanced with the optional Spare Multimodal feature. This feature provides real-time transit overlays and helps synchronize on-demand rides with nearby fixed-route schedules. Accessibility features such as wheelchair-accessible routing and reduced walking distances are supported and can be saved to user profiles.

Whether booking independently or through a call-in with agent assistance, the Spare platform ensures a seamless, user-friendly experience from planning to ride request or cancellation.

Trip Request (Ride-Hailing)



The Spare platform fully supports trip requests via mobile application, web portal, and call center, meeting the City of Decatur's requirement to allow users to request immediate rides or schedule trips up to seven (7) days in advance.

Trip Booking Interfaces:

Mobile Application (Spare Rider App): Users can request on-demand rides or schedule future trips by selecting pick-up/drop-off locations, travel times, and special accommodations. The app provides fare estimates and ride details prior to confirmation.

Web Portal (Spare Rider Web): Offers the same capabilities as the mobile app, ensuring access for riders who prefer to book online.

Call Center Support: Call-in riders can book trips with the assistance of an MV reservationist who uses the Spare Admin Panel to input trip details and relay real-time information such as estimated pick-up times and vehicle details.

Prompted Booking Experience: Spare guides users through a series of prompts to gather necessary trip information, including pick-up and drop-off locations (by address, place name, or map), travel time and date, rider preferences, and accessibility needs. Frequently used locations can be saved for quicker future bookings.

Trip Information Provided: Once a request is made, the system displays or communicates:

- Date, time, and location of both pick-up and drop-off
- Total estimated fare, including discounts or applicable subsidies
- Transfer connection information (if part of a multimodal journey)
- A confirmation summary via SMS, email, or in-app notification

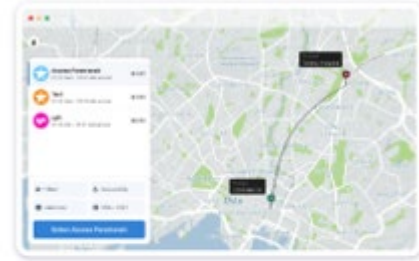
Spare's trip request functionality is designed to offer a seamless, inclusive, and fully informed rider experience across all supported platforms.

Boarding

The Spare platform fully supports the City of Decatur's requirement for in-vehicle boarding confirmation using a unique code or an alternative valid method. Spare utilizes its Spare Driver app, installed on in-vehicle tablets, to confirm passenger identity and trip details at the point of boarding.

Boarding with Unique Code Verification: For each booked trip, Spare generates a unique trip code. When the user boards the vehicle:

- The rider presents their unique trip code.



Spare Rider Web

- The operator enters or scans this code using the in-vehicle tablet running the Spare Driver app.
- The system validates the code against the vehicle's scheduled pick-ups.

If the code is valid, the operator receives an on-screen confirmation, and the rider is cleared to board. If the code does not match, the app notifies the operator, who can then redirect the passenger to the appropriate vehicle based on real-time scheduling data.

Alternative Verification Methods: Spare also offers flexible alternatives to trip code verification, including:

- Name-based confirmation via the operator's tablet interface.
- Rider photo ID matching (where enabled by the agency).
- Live trip manifests showing scheduled passengers, pickup times, and locations for quick reference.

This verification process ensures secure, accurate, and efficient rider onboarding while integrating seamlessly with Spare's scheduling and dispatch operations.

Payment

Spare fully supports mobile-based fare payment and on-board validation in alignment with DPTS fare policy. Its integrated fare payment system, Spare Pay, provides riders with a smooth, cashless experience from booking to boarding.

Mobile Payment via Rider App

The Spare Rider App allows users to handle fare payments directly within the platform. Riders can pay for trips using stored balances, time-based passes, or linked credit and debit cards. Payments are processed in real time, and fare products like discounts or promotional offers can be applied automatically at the time of booking or boarding.

On-Board Fare Validation

To validate fare payments during boarding, vehicles are equipped with tablets that can scan QR codes or barcodes generated in the Spare app. Riders simply present their mobile pass on boarding. Alternatively, the operator can confirm fare payment directly through the Spare Driver app by checking the fare status associated with the rider's scheduled trip.

Customizable Fare Policies

Spare's system is designed to comply with agency-specific fare structures. It supports flexible fare configurations, such as zone-based pricing, distance fares, rider-specific discounts (e.g., seniors or students), and third-party subsidy programs.

By integrating payment functionality across both rider and operator interfaces, Spare ensures a streamlined, cashless fare experience that meets operational and policy needs without requiring complex or proprietary hardware.

Operator Acknowledgement and Assignment

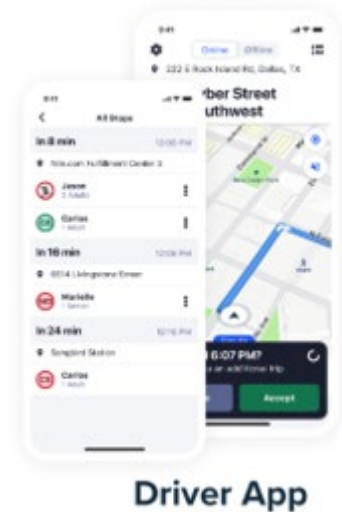
Spare's platform is purpose-built to support real-time trip management, automatic dispatching, and streamlined operator workflows through its in-vehicle tablet interface, the Spare Driver app. This solution enables operators to manage their assignments efficiently while maintaining continuous communication with dispatch.

Automated Trip Assignment and Sequencing

Using advanced optimization algorithms, Spare automatically assigns trips to vehicles and sequences each event to maximize route efficiency. The system continuously adapts to new bookings, cancellations, or operational changes, ensuring that vehicles work from the most current and efficient schedule.

Operator Tablet Features

Onboard tablets provide operators with all essential trip details, clearly displaying their next assignment—whether a pickup or drop-off. Each task includes information such as the rider's name and location, scheduled timing, any special rider notes, and, if applicable, transfer details including connecting route and timing. Integrated GPS navigation guides operators from one location to the next with turn-by-turn directions.



Operators are required to acknowledge each event—pick-up or drop-off—as it occurs. This action is logged in real time, ensuring accurate tracking and accountability for service delivery.

Dispatch Communication

To support real-time operations, the Spare Driver app also includes messaging tools that allow operators and dispatchers to communicate directly. Operators can receive live updates, schedule adjustments, or instructions, helping to maintain coordination across the fleet and ensuring riders receive timely, reliable service.

Together, these features provide a comprehensive solution for managing daily transit operations with accuracy, responsiveness, and ease.

Data Collection and Reporting

Spare's platform is fully equipped to capture and manage operational data in real time, supporting compliance with all relevant federal, state, and local reporting standards, including those from the FTA, NTD, IDOT, and DPTS.

Comprehensive Real-Time Data Tracking

Spare continuously collects detailed data across the full trip lifecycle, including ride requests, pick-ups, drop-offs, no-shows, cancellations, and any missed trips. Each event is accurately time-stamped and linked to its corresponding vehicle and operator, allowing for precise monitoring.

Revenue miles and revenue hours are automatically calculated based on actual service delivery, ensuring high-quality data for reporting purposes.

NTD Reporting Readiness

Through Spare Analyze, the platform includes built-in tools designed to support National Transit Database reporting. These tools generate structured, exportable reports—such as service summaries and fleet activity logs—that align with NTD formats and cover key metrics like completed trips, vehicle hours, and passenger activity. Reports can be customized by date range or service type and downloaded in standard formats (e.g., CSV or Excel).

Rider-Level Performance Metrics

Spare also tracks performance data at the individual rider level, including on-time performance, ride completion history, accessibility usage, and no-show trends. This enables agencies to monitor service quality and rider experience with a high level of detail.

Regulatory Compliance

All data and reporting functionalities within the Spare platform are developed to align with compliance requirements from the FTA, NTD, IDOT, and DPTS. This ensures that transit providers can meet oversight and auditing needs without additional manual processing or third-party systems.

Together, these capabilities offer Decatur a reliable, transparent, and fully compliant solution for transit data management and reporting.

System Administration and Optimization

Spare's platform is designed to provide full configurability and control for system administrators, enabling them to adjust various parameters for service optimization and to meet diverse operational needs. Here's how it meets the outlined requirements:

Scheduling and Service Optimization

Spare allows administrators to configure and optimize several key service parameters to enhance both service quality and operational efficiency:

- Time-on-board limits and productivity metrics such as boardings per revenue hour can be adjusted to ensure efficient use of resources.
- Travel time thresholds, cost per passenger, and service cost controls can be tailored to match agency objectives.
- Real-time performance monitoring provides insights into key metrics like the time between trip requests and vehicle arrivals, scheduled versus actual drop-off times, and other timeliness measures.
- Co-location of riders can be managed dynamically at virtual or pop-up stops, improving operational efficiency and reducing unnecessary detours.

Dynamic Microtransit Service Area Management



Spare enables the creation and ongoing modification of microtransit service areas:

- Administrators can define sub-area zones and set restrictions for specific areas where pickups or drop-offs may be prohibited or limited by time (e.g., during peak hours or near schools).
- These service boundaries can be adjusted in real time through the Spare Launch interface, with immediate updates to ensure seamless operational changes.

Multimodal Integration and Trip Chaining

Spare supports comprehensive multimodal integration, facilitating efficient trip chaining by connecting microtransit services with fixed-route transit options:

- The platform provides seamless planning for first-mile/last-mile connections to mobility hubs, enhancing convenience for riders traveling to or from fixed routes.
- Transfer connections between vehicles and modes are integrated into the trip planning process, ensuring riders can plan a complete journey using a single platform interface.
- The system uses real-time transit data to suggest connection points and automatically synchronizes schedules for microtransit and fixed-route services.

Support for Diverse Service Models

Spare's platform offers flexible tools to define and manage multiple service models, including:

- First-mile/last-mile shuttles that connect riders to fixed transit hubs.
- Targeted microtransit services for specific populations and destinations, such as connecting neighborhoods to shopping centers, educational facilities, or healthcare providers.
- Regional or grouped travel solutions, such as advanced vanpool models serving high-demand corridors or major employment centers.

Each of these service models is customizable with separate fare structures, eligibility criteria, and vehicle assignments, ensuring precise control over service delivery.

Spare's platform provides the necessary flexibility and optimization capabilities to manage microtransit services, multimodal connections, and service models tailored to specific operational goals. With real-time configurability and comprehensive service management tools, agencies can adapt to changing needs, improve service performance, and enhance rider experience efficiently.

Mobility Solutions Optimizations

Spare's platform is designed to intelligently optimize mobility solutions throughout the operational day, ensuring that trips are assigned to the most efficient mode of transportation based on real-time conditions and pre-defined parameters. Here's how Spare meets the requirement:

Dynamic Mode Prioritization and Trip Assignment

Spare uses sophisticated routing and assignment algorithms to dynamically prioritize the most appropriate transportation mode (fixed-route or microtransit) for each trip request:

- When a rider submits a trip request, the platform evaluates both fixed-route and microtransit options by calculating travel times for each mode.
- It considers key factors such as real-time and scheduled GTFS data, walking times, transfer times, wait times, and traffic conditions to determine the most efficient option.

Configurable Thresholds for Fixed-Route Prioritization

Spare's platform allows administrators to configure specific time-based thresholds to prioritize fixed-route service when appropriate:

- If the microtransit travel time is less than 10 minutes, fixed-route options are considered if the total fixed-route travel time (including walking and transfers) is no more than twice the microtransit time.
- If the microtransit travel time is greater than 10 minutes, fixed-route service is only recommended if its total travel time is no more than 1.5 times the microtransit time.

These thresholds are applied automatically during the trip booking process, ensuring that the platform only recommends fixed-route services when they provide a clear advantage in terms of travel time.

Multimodal Booking and Rider Interface

Spare's user-friendly platform displays both fixed-route and microtransit options for riders, allowing them to compare the time and cost differences between the two options:

- If a fixed-route option is recommended, the platform provides detailed information, including walking directions, transfer instructions, and expected arrival times.

Service Efficiency and Network Optimization

By intelligently applying these prioritization rules, Spare ensures:

- Optimal use of fixed-route infrastructure by directing eligible trips to the fixed-route network, thus reducing the load on microtransit vehicles.
- Improved service efficiency, particularly in areas where fixed-route transit is a viable alternative, allowing microtransit resources to be used for riders who truly need curb-to-curb service.

Spare's platform continuously evaluates and applies these optimization criteria, ensuring a balanced, cost-effective, and rider-centric mobility solution that maximizes the use of available transit resources while enhancing service delivery.

Real-Time Information and Predictive Learning

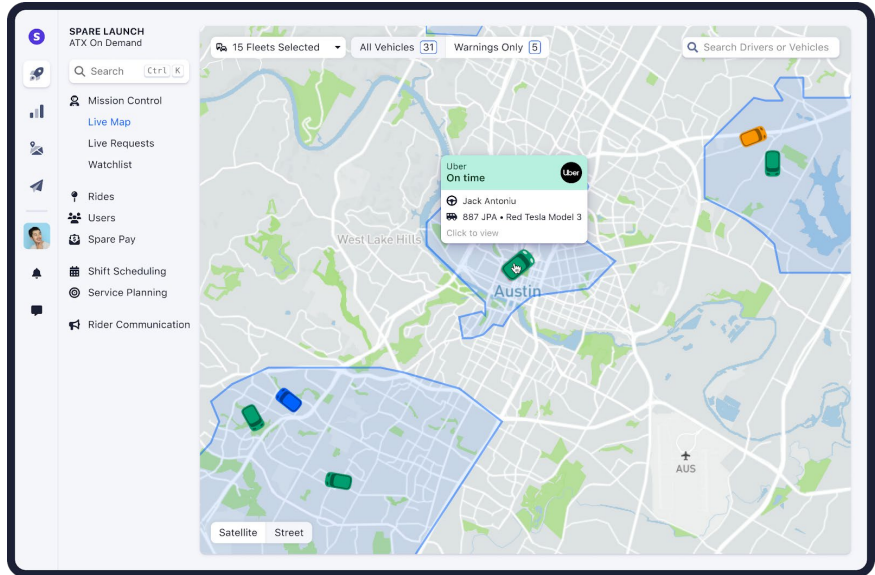
Spare's platform provides a comprehensive and real-time service information system that delivers both public-facing and personalized rider experiences. The platform is designed to optimize the assignment of riders to vehicles, sequence pickups and drop-offs efficiently, and incorporate predictive analytics to enhance operational planning. Here's how Spare meets the outlined requirements:



Real-Time Service and Vehicle Location Availability

Spare's platform ensures that both the general public and registered riders have access to up-to-date service and vehicle location information through the following features:

- **Live Vehicle Tracking:** The Spare Rider app and web portal provide real-time tracking of vehicles, allowing users to view active vehicles, estimated arrival times, and the progress of routes.
- **Service Status Alerts:** In the event of service disruptions, users are notified through push notifications, SMS, or email, ensuring transparency and helping users stay informed about delays or route changes.
- **Public Access:** Both public and registered riders can access information on service availability and real-time vehicle locations, enhancing overall service reliability.



Personalized Rider Experience for Registered Users

For registered riders, Spare provides a tailored, dynamic experience that includes:

- **Trip Confirmation:** Upon trip request, riders receive immediate confirmation with pickup and drop-off details, estimated arrival times, and fare estimates.
- **Trip Status Updates:** Throughout the ride, riders are updated in real-time, including when the vehicle is en route, arriving, or in progress.
- **Vehicle Tracking:** Registered users can track the live location of their assigned vehicle and access operator and vehicle details.
- **Fare and Payment Confirmation:** The platform shows trip fare, payment details, and generates digital receipts for riders to track their spending.
- **Connection & Transfer Information:** When applicable, users are provided with clear transfer instructions, including walking directions and details for the next leg of their journey.
- **Account Management:** Riders can manage their accounts, update payment methods, access past ride history, apply discounts, and customize accessibility preferences.

Automated Rider Assignment and Trip Sequencing

Spare's optimization engine ensures that rides are efficiently assigned and sequenced based on real-time data:

- **Dynamic Rider Assignment:** The platform assigns riders to vehicles by considering factors like proximity, time constraints, and available capacity, ensuring efficient use of resources.
- **Real-Time Trip Sequencing:** As events unfold, such as cancellations or delays, Spare continuously recalculates optimal routes, adjusting trip sequencing to minimize detours and improve overall service efficiency.

Predictive Learning and Service Optimization

Spare uses predictive learning algorithms to enhance service planning and optimize demand and capacity management:

- **Demand Forecasting:** The system learns from historical data to predict peak demand times, travel patterns, and service requirements for each microtransit zone.
- **Cost-Effective Service Supply:** By analyzing operational history, Spare helps agencies precisely plan service schedules and vehicle deployment, reducing service gaps during peak times while avoiding over-provisioning during low-demand periods.
- **Optimized Service Delivery:** By matching service demand with supply, Spare ensures minimal impact on service quality, even during high-demand periods, while optimizing costs and improving the user experience.

Spare's robust real-time tracking, personalized rider experience, dynamic optimization engine, and predictive learning capabilities ensure high service quality, effective operational management, and seamless rider journeys across all service models.

Summary

MV's SaaS solution, Spare, provides a robust and scalable solution that optimizes microtransit operations through predictive analytics, real-time service monitoring, and intelligent demand forecasting. The platform ensures that vehicles and resources are deployed efficiently, maintaining service quality while reducing operational costs. By integrating advanced forecasting tools and continuous operational adjustments, we are confident that Spare can exceed the city's expectations, improving service delivery and operational efficiency.

2. Operations Plan

This section will include a description of how the Contractor will meet the TaaS service requirements requested in this RFP. This should describe the operating base and related requirements; plan to meet staffing, training, and certification requirements; plan to acquire and maintain the vehicle fleet; and plan for fueling,

storing, cleaning the fleet. Contractor should describe which functions will be met through the cloud and those to be provided and fulfilled on-site.

Meeting TaaS Service Requirements

MV's operating plan factors for the following additional staff in Year 1 of this contract.

- One full-time, fully dedicated transit manager
- One full-time, fully dedicated Road Supervisor
- Two full-time, fully dedicated additional staff persons to assist with call taking dispatch, and administrative functions
- Two full-time, fully dedicated vehicle service workers_and
- 37 full-time, fully dedicated vehicle operators.

In Year 2, when service expands to nighttime hours, we will incrementally add the following positions:

- One full-time, fully dedicated call taker/dispatcher hybrid position
- 11 full-time fully dedicated vehicle operators

Two of our call-taking staff will be employed by Olivier, Inc., a certified DBE firm that provides staffing services. MV has worked with Olivier on other contracts under a similar capacity, and we have a strong relationship as a result.

Dispatch and On Road Operations

Service Day Start

At the start of the service day, the dispatcher on duty checks the office voicemail and email for cancellations and operator callouts, make the necessary changes, and arrange for extraboard coverage.

The opening road supervisor is on duty to check in operators at the maintenance yard.

Safety from the Start

MV employs a number of safety checks before the vehicle leaves the yard:

When the operator reports to the maintenance yard, they check in with the road supervisor. The road supervisor maintains a log of each operator's scheduled start and end times for the day. As each operator reports for work, the road supervisor records the arrival time on a service log.

The operator hands the road supervisor their driver's license and medical card. The road supervisor validates these credentials visually. With credentials verified, the road supervisor gives the operator their vehicle assignments and any notifications or detours.

The road supervisor performs fit-for-duty reviews of operators as they check-in. They evaluate the operator's demeanor, attire, and professional appearance. The operator then reports to their assigned vehicle in the yard.

- **Fit for Duty Checks:** Face to face review to acknowledge operator is physically able to perform their job with our passengers in mind.
- **Safety Messages:** Visual and audio reminders to make the right choice when it comes to safety.
- **Pre-Trip Inspections:** Daily checklist of safety-sensitive items before the vehicle leaves the yard.

Safety through Daily Inspection

After the operator checks in with dispatch, they proceed to the yard and locate their assigned vehicle. When the operator arrives at the vehicle, they initiate the pre-trip inspection using MV's standard forms. The operator must document all inspected areas of the vehicle and inspection results.

There will be one supervisor in the yard to monitor these inspections, responding to operators' questions, and coordinating a timely pullout.

If the operator detects a safety issue with the vehicle, they notify a dispatcher and the yard supervisor.

The operator is assigned a new vehicle if we must pull the vehicle from service. The operator turns in the pre-trip paperwork to maintenance or the yard supervisor, and the dispatcher communicates the issue to the on-duty mechanic.

If the issue is minor and we can rectify it in the yard, our team immediately repairs it.

If the vehicle passes the inspection, the operator holds the completed pre-trip inspection form and returns it to dispatch at the end of their shift.

Planning for Contingencies

MV staffs sufficient extraboard operators to cover runs open due to vacations, leaves of absence, and other foreseeable and unforeseeable absences. We closely follow the daily call-off pattern to predict the number of absences due to illness, lateness, jury duty, bereavement, and other unanticipated reasons. The size of our extraboard and the number of operators available by day of the week/time of day are adjusted to reflect this estimate. We regularly evaluate the number of standby shifts we require in the upcoming days. If the desired number of standby shifts exceeds the number of unscheduled extraboard operators, we will post available day off opportunities for

operators eager to receive extra work assignments. Day-off operator coverage is planned between 48 and 72 hours in advance.

MV is vigilant in ensuring standby shifts are scheduled to cover open work or respond to service interruptions. We closely monitor each operator's hours of service to avoid exceeding permitted work hours and maintain a well-rested and safe workforce.

Trip Reservations

Following an established script, dispatchers deliver consistent and high-quality customer service when receiving trip requests.

When a new trip request comes in over the phone, the dispatcher creates a new trip in Spare, recording the pick-up and drop-off locations. They save common destinations on the customer profile screen of the system to expedite calls. If the trip request includes a new destination, the dispatcher records the location information, reading it back to the caller to confirm accuracy.

If we can accommodate the trip request, the dispatcher confirms the trip details, including the pick-up window. They then ask the caller if they should relay any special instructions to the operator. If a passenger requests additional assistance during trip booking, MV follows the FTA - ADA "Origin-to-Destination Service" guidelines.

Once the dispatcher records the trip details and submits the trip request, Spare presents the best options available for scheduling the trip. The dispatcher gives the caller their choice of times, and they make their selection. The dispatcher confirms the trip with the caller and thanks the customer for their business.

On Road Operations

When the operator departs the yard, they proceed to their first scheduled pick-up, as indicated on the electronic manifest on the Spare tablet. Dispatchers actively monitor the vehicle ensuring they are on route and on time.

As riders book their trips through the Spare App, the trip is automatically placed on the most efficient route to deliver the trip. The system automatically designates the passenger pickup point - which will be a virtual stop programmed in Spare (for example, the nearest intersection). Riders are expected to be at their selected location at the pickup time.

If the passenger still does not appear at the scheduled time, the operator requests that dispatch contact the passenger. If the passenger does not pick up, the dispatcher confirms that the operator is at the correct location in the Spare AVL map. The dispatcher authorizes a no-show if the

A Leader in Microtransit

MV has provided real-time, technology-driven, on-demand transportation for over two decades, beginning with our reimagining of the Microsoft Campus Shuttle in 2005. Since then, we have established 16 more microtransit operations in partnership with our customers. MV's experience will be very valuable to the City as we plan, implement, and market the new microtransit and rural transportation services.



passenger does not arrive within five minutes as required, and the operator has arrived within the on-time window. The dispatcher documents the no-show (including the phone numbers they called to attempt contact and a physical description of the location) and instructs the operator to proceed to the next stop.

As passengers board the vehicle, the Spare driver app indicates whether they owe a fare. If they have not electronically paid for their trip, the operator asks each for a valid fare, and they log the correct fare payment or non-payment. We train all operators in system fare policies as part of our operator training.

The Spare platform optimizes service throughout the service day, accounting for the slack time created on routes due to cancellations and no-shows. The system dynamically dispatches trips to routes for optimal schedule adherence and productivity, enabling a dispatch-by-exception environment.

Mobility Device Securement

Properly securing passengers in mobility devices is an essential skill we reinforce throughout an operator's career. All MV locations require operators to undergo mobility device recertification each year of their careers.

Mobility Device Securements

Every DPTS operator must be certified and tested annually to safely secure mobility devices.

Operators always request the passenger's permission before touching or moving their mobility device. They communicate with the passenger throughout the boarding and securement process, clarifying what they wish to do before taking action.

When a passenger in a mobility device is ready to board, the operator confirms that the vehicle is in the park position, engages the parking brake, and powers on the lift. Ensuring the mobility device area is free of hazards and ready for the passenger, the operator removes the lift cover (if applicable) and exits the vehicle with the lap/posey belt in hand. The operator then opens and deploys the lift.

The operator introduces themselves to the passenger at eye level and confirms that it is the correct passenger. They then request permission to inspect the mobility device brakes to ensure they are in good working condition. If the brakes are not in good working condition, the operator brings the issue to the passenger's attention and makes a note on the manifest.

With the passenger's permission, the operator secures the passenger's lap belt. The operator must notify dispatch if the passenger refuses the lap belt/restraint.

Once secured, the operator notifies the passenger that they are about to move them. The operator then backs the mobility device onto the lift. If the device is electric, the operator turns off the power; if it is manual, the operator locks the brakes. The operator informs the passenger that they are about to move the lift and engage it.

On the vehicle, the operator backs the passenger into the seating location, secures the mobility device with a four-point tie-down, and then secures the passenger using a lap and shoulder

harness. If the passenger refuses the lap/shoulder harness, the operator notifies dispatch and activates DriveCam (if available) to record the refusal.

Upon securing the passenger and the mobility device, the operator gently shakes it to confirm it is secured and tight. They then stow the lift and close the door. They replace the lift cover (if applicable), return to the operator's seat, and power off the lift.

Supervision in the Field

A road supervisor is in the yard during peak pullouts. They observe operators performing their pre-trip inspections, responding to any questions, and help coordinate support in the event of a vehicle exchange. While dispatch monitors pull out on-time performance from the Spare platform, the supervisor in the yard monitors this in person, rallying the operators to pull out on time.

While on the road, our road supervisors will have access to Spare, allowing them to monitor schedule adherence and respond to incidents quickly. They will use tablets to log incident and accident reports, handle complaints, and assist passengers and operators.

Each road supervisor has a schedule of ride checks that they perform throughout the day and frequently visit transit hubs. Throughout the day, they are dispatched to a location along the route to support the vehicle operator. This may mean responding to a road call, de-escalating a passenger disruption, posting signage for a detour, or performing an accident investigation. The road supervisor is additionally responsible for facilitating our Drug and Alcohol program. They perform reasonable suspicion checks and coordinate any post-accident tests needed from the field.

Given the diversity of work they have to perform, road supervisors will be highly responsive, detail-oriented, and customer-focused.

Road Evaluations to Confirm Service Excellence

Our road supervisor will perform road evaluations as part of their regular activities while in the field. During these evaluations, the road supervisor boards the vehicle and rides along to observe the operator's safe driving behaviors, customer service, and the cleanliness of the bus. The cleanliness may provide on-the-spot coaching to correct the issue based on these evaluations.

Disruption Management

Situation	Response
The vehicle has experienced a mechanical failure, and the operator cannot safely operate the bus.	The vehicle operator pulls over to a safe and secure location. They then radio dispatch to inform them of the breakdown. The dispatcher asks some basic troubleshooting questions, but if the issue is not resolved, the dispatcher contacts a road supervisor and dispatches them to the scene. The road supervisor will perform basic troubleshooting (i.e. check for leaks, test brake pressure, etc.) If the issue remains unresolved, the road supervisor coordinates with dispatch to determine whether it is safe to drive the vehicle back to the yard or whether a tow is required. The road supervisor may transport any riders on board. Dispatch will move the remaining trips on the route, open a new route, and dispatch a standby in a ready bus. The operator stays with the vehicle as needed until a tow arrives.
The operator is running late on their route and in danger of missing a trip	On-time performance is a shared responsibility. If an operator runs late on a trip, they must notify dispatch. Similarly, dispatchers reach out to operators as they identify late-running routes using the respective computer-aided dispatch technology. The dispatcher continually monitors the route's performance on the dispatch screen and AVL map of the scheduling. The Spare software continually optimizes routes during the live day; therefore, the system will move trips as needed.

Situation	Response
The operator was involved in an accident where injuries have been rendered, body damage incurred, or other vehicle damage has occurred.	Upon the operator’s notification to dispatch that they have been in an accident where injury or damage has occurred, the dispatcher will immediately notify emergency services. The dispatcher then dispatches the safety trainer/road supervisor to the incident scene. The project manager is notified immediately; they notify the City and determine whether they need to report to the scene. The vehicle operator performs emergency management onboard the bus, evaluates any injured passengers, and as needed, awaits emergency response. Dispatch will determine whether to send a ready bus to the scene, open a new route, or move the trips to existing routes with slack time. If the dispatcher moves the trips scheduled on the route, they will do this manually. Upon arrival, the road supervisor takes control of the scene. If a ready bus is dispatched, they help coordinate the transfer of passengers. If there is only one passenger on board the vehicle, the road supervisor will coordinate with dispatch to transport that rider home. The road supervisor also coordinates with dispatch to transport the operator to post-accident drug testing. Once the passengers are cleared of the bus, the road supervisor will perform an accident investigation, documenting all findings, including passenger comments and photos on digital forms that are immediately uploaded to our systems and available for processing. Depending on the severity of the accident, the road supervisor will coordinate with maintenance to arrange for a tow. If the vehicle can be safely operated, the road supervisor will return the vehicle to the yard for repair. The road supervisor is trained in accident investigation, emergency management, and de-escalation.

Situation	Response
There is a dispute between the operator and a passenger that requires conflict mediation	If there is a dispute between an operator and a passenger that requires conflict mediation, operators are first trained to activate the DriveCam unit, so that we can capture footage of the events preceding and during the situation. The operator is trained in de-escalation; however, if the situation requires conflict mediation, they will notify dispatch that they require the support of a road supervisor. The dispatcher will notify the road supervisor, who will meet the operator in the field. When the road supervisor arrives at the scene, they will attempt to mediate the situation and arrive at a favorable resolution. The safety trainer/road supervisor enforces City policies and, as necessary, will report any instances of disruptive behavior to the City, who manages passenger suspensions. The safety trainer/road supervisor completes all necessary reporting. As needed, MV may dispatch a protection bus to cover the route or move trips off the route on to another vehicle.

Passenger App and Where's My Ride Calls

Spare includes passenger-facing applications that enable riders to monitor, track, and get real-time ETAs for the service. We are confident that the deployment of rider tools will limit the frequency of Where's My Ride calls.

When we do receive Where's My Ride calls, they are routed to the dispatcher on duty. We monitor hold times to confirm that we are expediently responding to these calls.

All dispatchers follow a City-approved script when talking with a customer for these calls. The dispatcher politely requests the customer's ID number and verifies that they are speaking with the person whose name is displayed.

Giving Riders Real-Time Updates About Their Trips

We anticipate a drop in Where's My Ride calls to dispatch once we have deployed Spare passenger apps. These apps give riders real-time updates about their journeys.

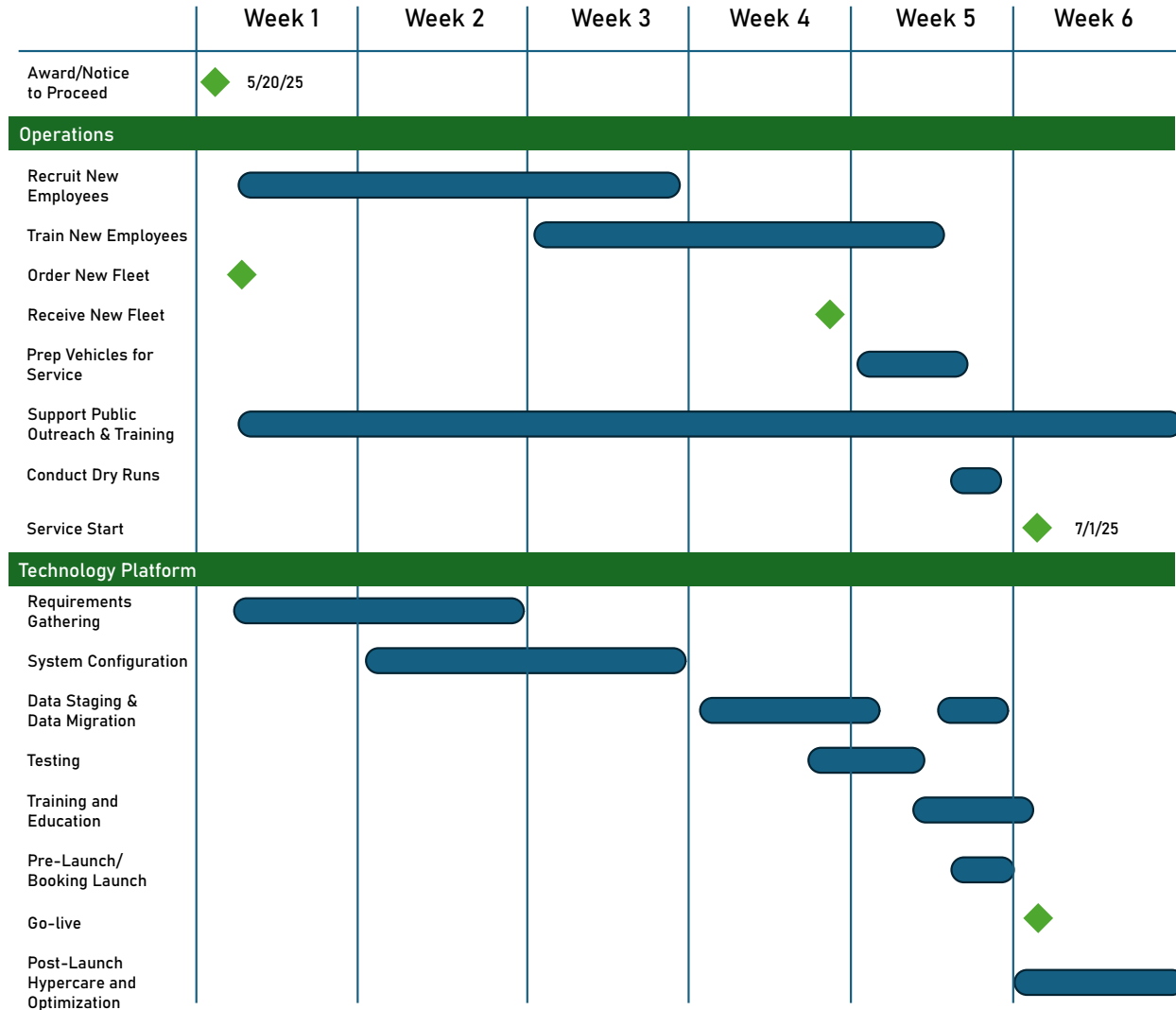
End of Operator Shift

When the operator has completed their shift, they notify dispatch and head to the yard. They walk through the vehicle, collect any items left on board, and dispose of any trash. The operator performs a post-trip inspection and turns in all pre-trip inspection and manifest paperwork to the road supervisor stationed in the maintenance yard.

Please see section 3.0 for more information on how MV will meet the TaaS service requirements.

Start Up Plan

MV is pleased to present our six-week startup schedule for the City's review. Please note that this startup plan accounts for the implementation of Spare for microtransit and rural transportation services. After we successfully launch these services on July 1, we will implement Spare for paratransit. We anticipate a full transition to Spare in Q4 2025.



Operating Base

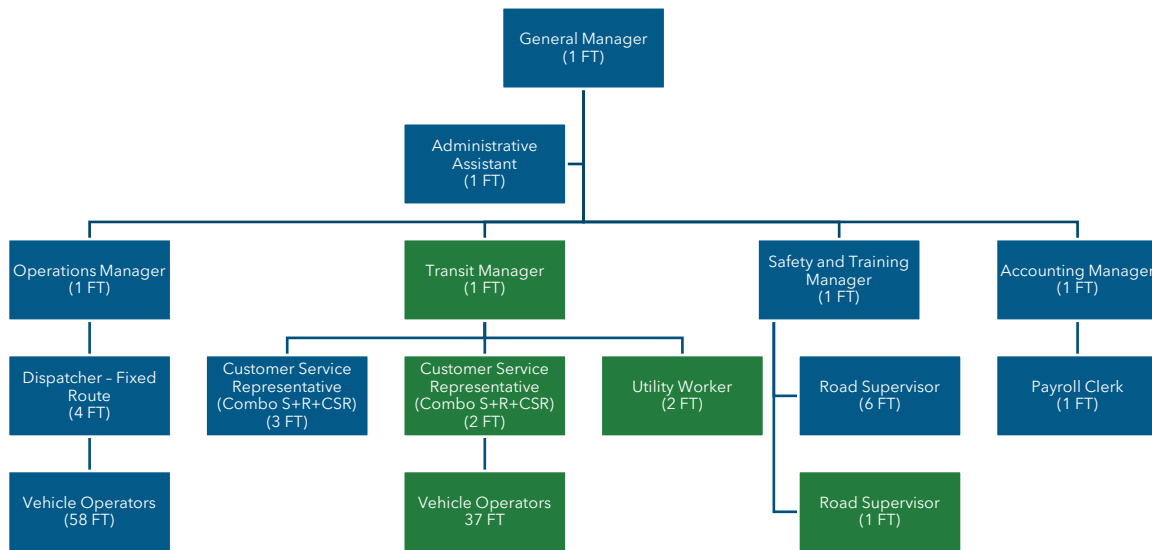
MV plans to use the client-provided operating base at 555 E. Wood Street for the City of Decatur's Transportation as a Service Microtransit operations.



Staffing Plan

To meet the operational demands and service expectations of the City of Decatur, MV has developed a staffing strategy that prioritizes functionality, flexibility, and growth. In year one, MV will build a well-rounded team by combining experienced leadership with essential frontline personnel. This includes a full management structure, supervisory staff, and multi-skilled customer service professionals. Several of these new hires will be strategically cross-trained to serve dual roles, such as combining payroll, administrative, and customer service duties, which allows MV to maximize efficiency and maintain strong service coverage without overextending resources.

As service delivery begins, MV will closely monitor workload, service metrics, and customer feedback to ensure the staffing model continues to support Decatur's needs. The year one team is designed not only to launch the service effectively but also to create a foundation for scalable operations.



	New, incremental staffing
	Existing staffing, available to support the contract as needed

The following table represents MV's staffing levels for year one and includes the incremental staffing increases for these new services, along with our existing staff who will also support these services.

Position	Incremental Staffing Level for Microtransit and Rural Transportation	Total Number of Employees If Awarded this Contract
Vehicle Operators	37	95 (42 on-demand and 53 fixed)
General Manager	0	1
Operations Manager	0	1
Transit Manager	1	1
Safety and Training Manager	0	1
Payroll Clerk	0	1
Accounting Manager	0	1
Administrative Assistant	0	1
Road Supervisor	1	7
Dispatcher - Fixed Route	0	4
Customer Service Representative (Combo S+R+CSR)	2	5
Utility Worker	2	2

The staffing table for year one above reflects the new hires MV will obtain, including:

- One Transit Manager, Lionel Griffith
- One road supervisor
- One customer service representatives (Combo S+R+CSR)
- One customer service representative (Combo S+R+CSR) that will also serve as a payroll and admin clerk
- Two utility workers

Looking ahead to year two, MV's staffing approach reflects the City's expanding transit landscape, including the growth of microtransit services. To support this, MV will add an additional customer service representative to enhance responsiveness and ensure personalized assistance for microtransit riders. This incremental staffing adjustment is part of MV's commitment to adaptive service planning—ensuring that as the City's transit demands evolve, MV's workforce evolves in step.

The following table represents MV's staffing levels for year two.

Position	Incremental Staffing Level for Microtransit and Rural Transportation	Total Number of Employees If Awarded this Contract
Vehicle Operators	11	106 (53 on-demand and 53 fixed)
General Manager	0	1
Operations Manager	0	1
Transit Manager	0	1
Safety and Training Manager	0	1
Payroll Clerk	0	1
Accounting Manager	0	1
Administrative Assistant	0	1
Road Supervisor	0	7
Dispatcher	0	4
Customer Service Representative (Combo S+R+CSR)	1	6
Utility Worker	0	2

Through deliberate planning, targeted hiring, and flexible role design, MV will ensure reliable, responsive, and efficient staffing to meet the City of Decatur's transit needs both now and into the future.

Please see a sample of MV's staffing schedule for year one and year two in the appendix section of this proposal.

Job Descriptions



General Manager

Department	Operations
Reports to	Senior Vice President
Number Proposed	1 FT
Responsible for	Project and personnel management, service success, customer relations
Accountable for	Contract compliance and service performance
Consulted about	Recommendations for service changes, new contract scope items
Informed of	Changes to service, schedules, and policies

The general manager is accountable for the service's overall success. They serve as the daily operational liaison between MV and the City and work in partnership with the local team to realize the service's mission and vision.

This person is responsible for the safe and high-quality operation of the transit system. The general manager oversees all functional service areas, including safety and training, live day operations, call center services, fleet, and facility maintenance, community relations, and accounting and finance. This position assures adherence to policy and contract compliance.

The general manager often meets with City staff to review service quality and performance metrics and discuss trends. They collaborate with City staff and MV's leadership on new and innovative approaches to service delivery, always seeking to improve upon the existing services. As needed, the general manager works with team leaders to put action plans to enhance the quality of service.

Operations Manager

Department	Operations
Reports to	General Manager
Number Proposed	1 FT
Responsible for	Safety, On-time Performance, Fleet Cleaning, Proactive Communications, Employee Relations, Human Resources, and Customer Interface
Accountable for	Service performance
Consulted about	Recommendations for service changes, new contract scope items
Informed of	Changes to service, schedules, and policies

The operations manager is responsible for the quality of daily service and serves as a liaison to passengers, clients, and community members. This position controls the daily operation of the service, in compliance with City and MV policy and procedures, under the leadership of the general manager.

This position is key to effectively managing customer relations and ensuring that the service meets the City's passengers' expectations. To this end, the operations manager ensures all employees understand their roles and responsibilities, are capable of doing their jobs, and are highly motivated.

The operations manager oversees live day operations, including reservations, dispatch, road supervision, and operators. They coordinate closely with the maintenance manager to ensure equipment availability and response to fleet issues.

The operations manager monitors and evaluates operational activities such as system on-time performance, customer complaints, road calls/service disruptions, and other operation-related functions.

Transit Manager

Department	Operations
Reports to	General Manager
Number Proposed	1 FT
Responsible for	Safe, effective and efficient delivery of microtransit and rural transportation services
Accountable for	Service performance
Consulted about	Recommendations for service changes, new contract scope items
Informed of	Changes to service, schedules, and policies

The Transit Manager oversees the daily operations of micro transit and rural transportation services. This role ensures the safe, efficient, and reliable delivery of transportation services. The manager is also responsible for all call center activities, including routing and scheduling.

They assist the general manager, supervise staff, coordinate internal and external stakeholders, manage schedules and performance metrics, and ensure compliance with local, state, and federal regulations. This position plays a critical leadership role in ensuring the safe, reliability, and efficient operation of public transportation services.

The Transit Manager is responsible for overseeing day-to-day operations, including supervising vehicle operators, dispatchers, and frontline supervisors. Their duties involve managing service performance, addressing customer service concerns, and ensuring compliance with all regulatory requirements, such as ADA, FTA, and DOT standards.

Safety and Training Manager

Department	Safety
Reports to	General Manager
Number Proposed	1 FT
Responsible for	Operator training, safety policy enforcement, safety meetings, accident investigation, safety reporting
Accountable for	Location operational safety record, confirmation of fully trained workforce
Consulted about	Operator discipline, safety initiatives

Informed of	Changes to regulations and policies, individuals, and areas requiring retraining based on DriveCam events, complaints, and performance
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The safety and training manager is responsible for building a safety culture throughout our operation and managing and overseeing all safety training programs and activities.

This individual establishes the schedule and curriculum for ongoing training activities, including initial operator training, safety meetings, operator coaching and retraining, and MV's safety incentive program. They maintain all training documentation for employees as required.

This position oversees the DriveCam program and administers MV's FTA-compliant Zero Tolerance Drug and Alcohol program. They lead all accident and incident investigations and are trained and certified accordingly.

The safety and training manager is the location safety officer and emergency coordinator for MV's operation. They are the company's liaison to local authorities that support safety and emergency preparedness. They lead all emergency training and guarantee that MV's team is ready to respond to the community's needs in an emergency.

Road Supervisor

Department	Operations
Reports to	Operations Manager
Number Proposed	7 FT
Responsible for	Operator evaluation, operator mentorship, on-road accident/incident response, and site evaluations
Accountable for	Completion of on-road evaluation and incident response/reporting
Consulted about	Trends in operator performance and required coaching
Informed of	Changes in road incidents response procedures

The road supervisor monitors all vehicles' safe and efficient operation in the field and ensures high-quality service. They perform operator evaluations to confirm that all operators operate safely and exhibit outstanding customer care. As needed, they provide system information to passengers.

Dispatchers send the road supervisor to the scene of any breakdowns, incidents, accidents, or other disruptions to support the expedient resolution of the issue. They perform incident investigations, and they perform incident preventability determination.

Based on their observations in the field, the road supervisor makes recommendations for coaching or retraining based on individual events or system trends. They respectfully enforce City policies and procedures for operators and passengers.

This critical position is strategically located throughout the service area to minimize response time.

Administrative Assistant

Department	Administration
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Reports to	General Manager
Number Proposed	1 FT
Responsible for	Employee records, payroll, and administrative functions
Accountable for	Accurate accounting and record-keeping
Consulted about	Employee records
Informed of	New hires and terminations, employee benefits, and changes in employee status

The administrative assistant processes incoming mail, performs data entry tasks, creates reports, and performs administrative tasks as needed upon request. The administrative assistant additionally supports the location's finance functions, providing administrative support in payroll processing.

As required, the administrative assistant performs human resource tasks, including employee file management and maintaining attendance records. They process new hire paperwork, including benefits enrollment forms. They also support the compilation of monthly reports and invoicing.

Payroll Clerk

<i>Department</i>	Finance
<i>Reports to</i>	Accounting Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Payroll and general front desk duties
<i>Accountable for</i>	Correct and timely processing of payroll
<i>Consulted about</i>	Relevant work and pay rules
<i>Informed of</i>	Changes in labor law or contract

The payroll clerk greets and directs all customers, coworkers, job applicants, and other visitors to the facility. They answer calls, provide general information, and screen and direct calls to the appropriate recipient.

They log incoming mail and courier deliveries and assist the local team with clerical duties as assigned. Additionally, this person is responsible for the timely completion of payroll processing-related duties.

Fixed Route Dispatcher

Department	Operations
Reports to	Operations Manager
Number Proposed	4 FT
Responsible for	Managing all operator duties, service reliability, on-time performance, and response to on-road incidents.
Accountable for	Assessing fitness for duty, unplanned changes that affect performance, such as route detours and heavy traffic
Consulted about	Operator absences, changes to routes start and end times

Informed of	Vehicle exchanges, maintenance pull, submission of defects noted on DVI form, service reliability, on-time performance, and response to on-road incidents.
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The fixed route dispatcher directs all on-road operations from the daily pullout to the yard. They coordinate with vehicle operators while in service to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The fixed route dispatcher manages operator check-in and check-out, including report times, vehicle assignments, bulletin distribution, and on-time pullouts. They are fully trained in reasonable suspicion and are responsible for assessing operators' fitness for duty. As needed, the fixed route dispatcher coordinates extra board operators if an operator does not report on time. They also work with the maintenance team to coordinate vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

The fixed route dispatcher manages routes throughout the service day to mitigate service challenges, meet demand, and ensure schedule adherence. They monitor service delivery via radio/real-time GPS, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and onboard emergencies.

Customer Service Representative (Combo S+R+CSR)

Department	Operations
Reports to	Operations Manager
Number Proposed	6 FT
Responsible for	Managing customer interactions, scheduling trips, and supporting route optimization
Accountable for	High-quality customer service, efficient trip booking, and effective use of scheduling tools
Consulted about	Route adjustments, service updates, and call center workflow improvements
Informed of	Policy changes, service eligibility criteria, and daily operational updates

The Customer Service Representative (Combo S+R+CSR) plays a critical frontline role in supporting MV's transit operations by delivering exceptional service to riders, managing trip requests, and contributing to route planning and scheduling. This hybrid role integrates reservationist, customer service agent, and scheduler functions, emphasizing responsiveness, efficiency, and collaboration.

CSRs handle inbound calls and digital trip requests, using the Spare platform to accurately schedule rides and adjust trip times in accordance with ADA regulations and local policies. They use pre-set templates within the software to streamline the intake process while maintaining courteous and supportive interaction with each passenger. CSRs may also handle recurring subscription trip requests and ensure accurate documentation of any denied services.

Throughout the service day, the CSR manages routes, monitoring trip performance, ensuring we meet demand, and maintaining schedule adherence. They monitor service delivery via real-time

GPS in Spare, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and onboard emergencies.

Beyond reservations, CSRs assist in refining schedules for improved on-time performance and productivity. By analyzing route efficiency and rider feedback, they help optimize service delivery in coordination with dispatch and operations teams.

Utility Worker

Department	Maintenance
Reports to	Facility Maintenance Manager
Number Proposed	2 FT
Responsible for	Facility cleaning and minor repair
Accountable for	Facility appearance
Consulted about	The condition of the facility
Informed of	Changes to cleaning schedule and activities

The utility worker manages the ongoing task of facility cleaning and minor repairs. During standard business hours, this position is on duty to confirm that the facility and shop are thoroughly cleaned, including emptying trash, washing floors, and cleaning restrooms. They perform other related duties as needed.

a. Brand New Fleet

MV is pleased to present the following revenue fleet for the City's services.

Quantity	Year	Make	Model	Passenger Seating
11 (revenue)	2025	Chrysler	Voyager L Chassis	6 seated passengers OR 3 seated passengers + 2 wheelchair
2 (spare)	2018	Braun	Entervans	6 seated passengers OR 3 seated passengers + 2 wheelchair
4 (revenue)	2025	Starcraft	Allstar 25 ADA Shuttle Bus	20 seated passengers OR 18 seated passengers + 1 wheelchair OR 16 seated passengers + 2 wheelchairs

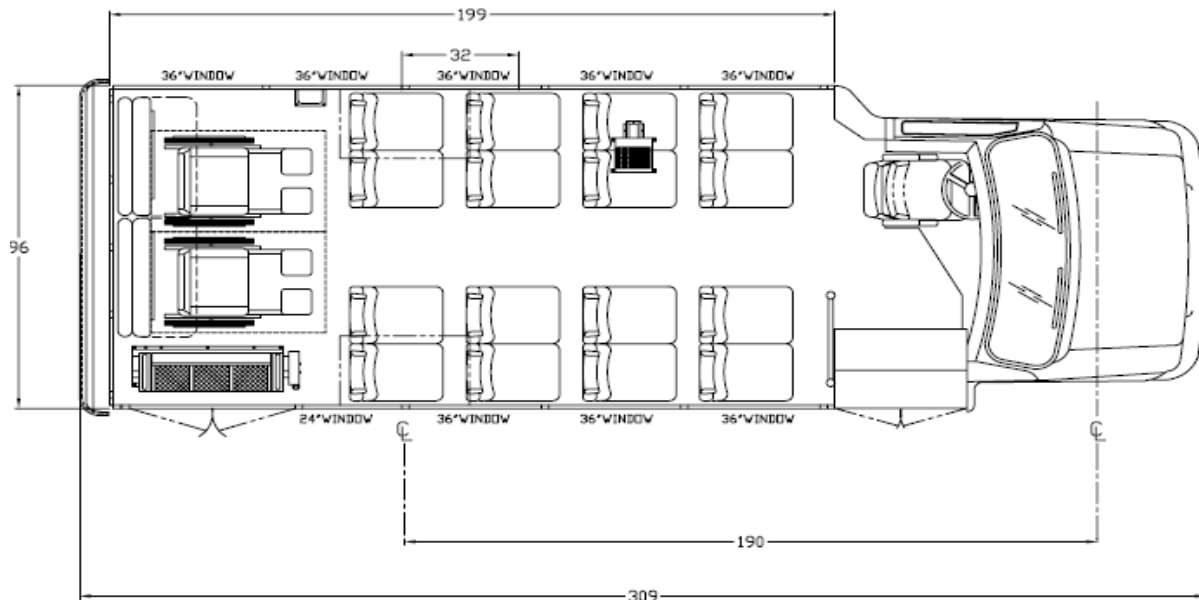
Revenue Vehicle Specifications

2025 Starcraft Allstar 25 ADA Shuttle Bus

- 20 Seated Passengers Or
- 18 Seated Passengers + 1 Wheelchair Or
- 16 Seated Passengers + 2 Wheelchairs
- Ford E450 Superduty Chassis
- Intermotive Fast Idle with Interlock
- Q'straint 8200I Max Retract Wheelchair Tie Down (2)
- Priority Seating Sign
- Wheelchair Decal



- 7.3l V8 Gasoline Engine
- Five-Speed Automatic Transmission
- 240 Amp Ford OEM Alternator
- Non-Slip Transit Flooring on Entire Floor
- Color: Gray
- Trans Air Super 86,000 Btu with Dual Compressors
- Door Activated Interior Lights
- Hot Water Heater, 65k Btu
- Deluxe Am/Fm Cd With 4 Speakers
- Pa System
- Passenger Door-Electric
- Front Destination Sign Prep Package
- Side Destination Sign Prep Package
- Double Wheelchair Doors
- Braun Century Wheelchair Lift 34" X 54" Platform
- Lift Pad Kit
- First Aid Kit
- Triangle Flare Kit
- 10 Lb. Fire Extinguisher
- Back-Up Alarm
- Rear Vision Camera with Monitor
- Ceiling Grab Rail (Each) (2)
- 1 1/4" Grab Rail Parallel to Entrance
- Stanchion And Modesty Panel
- Driver Seat High Back, Recliner, Armrest
- Driver Seat Cover-Level 1 Newport
- Mid High Double Seat (8)
- Mid High Double Flip Seat (2)
- Seat Cover-Level 1 Newport Vinyl (20)
- Oxen Gray #672
- Anti Vandal Grab Handle Black Each (8)



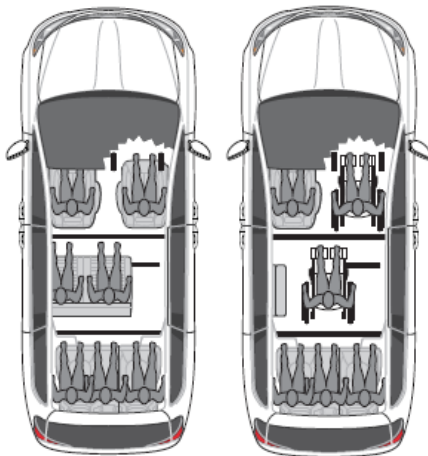
2025 Braun Voyager Passenger Van L Chassis (Dial-a-Ride Fleet)



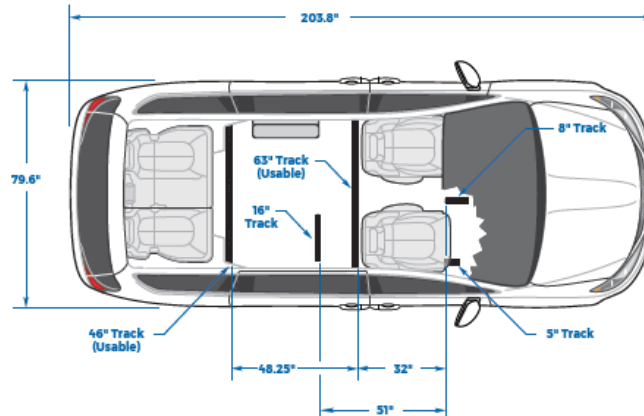
Photos of similar van with optional equipment.

Seating Positions

Possible Wheelchair Seating Positions



Mobility Aid Track Mounting Dimensions



- 3.6L V-6 DOHC w/SMPI 287hp
- 9 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P235/65R17 BSW H-rated tires
- Battery with run down protection
- Engine Block Heater

- Vinyl flooring with 3/8" Plascore underlayment
- Thermoplastic honeycomb panel subfloor
- Stylized lower body panels
- ADA-compliant interlock
- ADA-compliant ramp and door entrance lighting



- Electronic stability
- Air Conditioning w/3 Zone Temp Control
- AM/FM stereo Uconnect 4 w/7" Display
- Daytime running lights
- Rear child safety locks
- Dual power remote heated mirrors
- Variable intermittent wipers
- Full wheel covers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- Sentry Key immobilizer
- Rear window defogger
- Tachometer
- Trip computer
- Under seat ducts
- Reclining front bucket seats
- Bright White Clearcoat Exterior Paint
- ADA, FMVSS and CMVSS Compliant
- FTA Altoona Tested
- CARB Compliant
- Lowered floor from toepan to rear axle
- 60" floor-to-ceiling at center of van*
- 30" wide manual ramp with 1,000lb capacity & swing out feature for ambulatory access
- Two wheelchair securement locations
- Manual driver and passenger side sliding door providing 56" vertical opening (ADA compliant), passenger door provides 31-1/2" in width
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- Step-and-roll removable front passenger seat
- TPO plastic lower body panels with integrated steps
- Priority seat decal
- Wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19-gallon OEM fuel tank
- Red/Green brake and throttle pedals
- FTA Docket 90 Low Smoke Vinyl Seat Upholstery
- Freedman 60/40 lowered rear bench seat
- Freedman 2-passenger foldaway flip seat
- Yellow thresholds on ramp
- Ramp tape kit
- Underbody shield kit
- Door ajar light
- Liftgate strap
- Grab handle kit
- Convex mirror
- OEM seat belt extenders (2)
- Q'Straint QRT 360 wheelchair tie downs
- Seat belt cutter
- Belt storage bags (2)
- Q'Loops (8)
- Body tap kit
- Cargo Net
- Service manual conversion
- Striker cover kit
- Additional keys & fobs (2)
- Triangle flare kit
- First aid kit
- Fire extinguisher
- Body fluid clean up kit
- 4-wheel alignment
- Under seat safety equipment storage tray

b. Recruitment

In 2021, MV faced the national challenge of employee turnover within a competitive labor market. In response, we shifted from our traditional recruitment strategies to create a more efficient candidate pipeline.

To support our regional recruiters and on-site operations, MV hired a team of community recruiters. Local community recruiters are vital in bridging the gap between employers and the talent pool within their immediate areas. By leveraging their knowledge of the community and its unique characteristics, these recruiters enhance hiring processes, strengthen workforce diversity, and foster stronger ties between organizations and their communities. These talented recruiters identify mutually beneficial partnerships with government job resources, rehabilitation-to-work programs, skills development programs, low-income job support programs, and other non-profits. Our efforts in recruiting and hiring will be extensive and ongoing.

As the community recruiter collaborates with these local organizations to inform and educate clients about the possibility of applying for a job at MV, they develop relationships with local non-profits beyond recruitment. Volunteer service opportunities are shared at our locations, and our teams participate in volunteer events each year.

Enabled by Technology

Digital engagement plays a crucial role in our recruitment strategy. Although we have utilized social media platforms such as Facebook for several years, it became clear that broadening our technological capabilities was necessary to extend our reach to potential candidates.

We assembled a core group of technology platforms that we use to promote and recruit for jobs, including:



ZipRecruiter is an online employment marketplace that uses smart matching technology to efficiently connect employers with job seekers.



LinkedIn is a professional networking platform that allows individuals to connect, share, and discover job opportunities, industry news, and professional content.



Mitratach CIRCA is a comprehensive recruitment marketing and compliance solution that helps organizations attract diverse talent and ensure affirmative action and equal employment opportunity compliance.



Ad sponsorship using **Indeed** to stay at the top (or near the top) of the search results page daily.



We use and advertise on **TransitTalent** to find candidates; it is the most comprehensive career resource for the transit industry.



MV has a strategic partnership with **CareerBuilder**, which powers our careers website and links to over 50 diversity postings.



AppCAST is a programmatic recruiting platform that uses AI to target job advertisements. It consumes data from our Talent Management System ICIMS and makes intelligent choices about where to digitally recruit.



MV uses **Phenom People**, our candidate relationship management platform that uses AI and machine learning to enhance the hiring process by connecting job seekers with employers and streamlining talent acquisition. This platform enhances the experience for candidates, recruiters, and employees by streamlining talent acquisition and improving engagement. With its data-driven insights and automated workflows, Phenom People helps MV attract top talent and reduce time-to-hire.

Fueled by Engagement

Our mission is to make our application process representative of the employment process and marked by communication, engagement, and support. We want every applicant excited about the opportunity to work for MV and make the process as easy as possible for interested candidates.

Recruiting continually communicates with candidates by phone, email, and often text or instant messaging apps. Continually nurturing a positive relationship with our candidate pool is important because this is our first experience with MV's culture for future employees.

In-Person Community Recruiting

One of the best ways to identify enthusiastic job candidates is to entrench ourselves in the service area. Identifying communities with higher unemployment, those who can conveniently travel to our



locations, and those where job-finding resources are available are the first steps in community recruiting. In-Person Community Recruiting includes the following activities:

Information Distribution: Our recruiter advertises open positions weekly by distributing flyers notifying candidates how to apply and whom to call if they have questions.

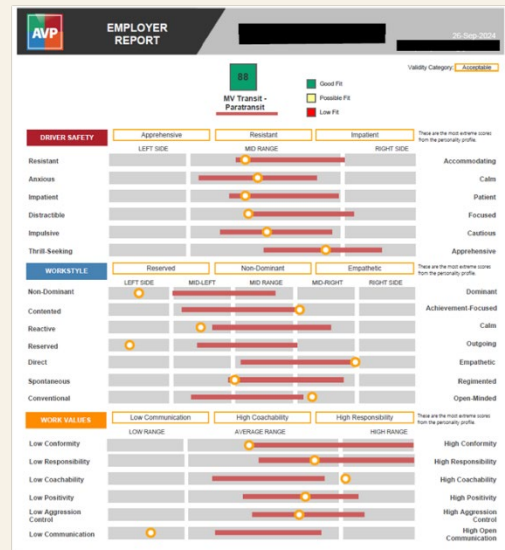
Coordinate with Work Centers: We advertise our jobs with the IL Department of Labor.

Identify Non-Profit Organizations Targeting Job Seekers: MV's Community Plan establishes strong ties to Community Non-Profit Partners with job development, workforce readiness, and re-entry programs. Many of these organizations pre-qualify and refer candidates to MV. We will contact such organizations in the Decatur area, including registered SNAP providers.

Partner with Faith-Based Organizations: By partnering with faith-based organizations, we can expand our recruiting efforts to many job seekers across the community.

Personality Testing for Recruiting

MV is pleased to roll out our unique hiring program for DPTS, which adds a layer of personality testing during recruiting and hiring. To address the problems of work staff shortage and employee turnover, MV launched pilot programs and implemented Talent Click's applicant personality testing specific to MV's needs, which is required to run a successful operation. Using this assessment, we can identify candidates whose personalities and values align with MV's safety, performance, and tenure expectations. The Talent Click system generates interview questions and offers coaching plans based on the applicant's scoring. We are confident that this will help us screen for immediate hires and address long-term turnover by selecting only those operators who meet all safety requirements and are more likely to stay.



Passive Sourcing

Passive sourcing is an outstanding addition to our recruiting efforts. This approach considers mining candidates from resume postings on Indeed, CareerBuilder, and ZipRecruiter.

Our recruiters evaluate the credentials of job seekers who post their resumes online. They contact these individuals to gauge their interest in the job and reach out to 70-100 contacts via text, email, and phone. They conduct phone interviews with new candidates based on these efforts and schedule qualification processing for pre-qualified candidates. *At MV's location for LADOT in Los Angeles, 80 percent of our candidates were identified with passive sourcing.*

Passive sourcing also includes reaching out to “Boomerang Candidates” – people who worked for MV previously but are interested in returning due to personal reasons, improved compensation, or other reasons.

Application, Qualifications, and Hiring Process

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy and will not discriminate against any employee or applicant because of age, race, religion, color, sex, disability, national origin, or any other characteristic protected by the law.

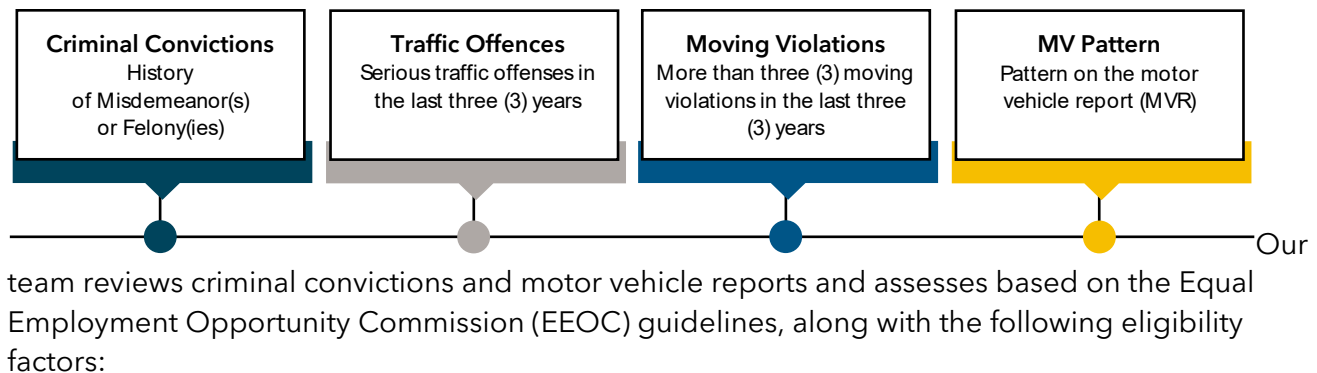
MV posts all career opportunities, from vehicle operators to management staff, on our website (careers.mvtransit.com), which is powered by CareerBuilder, LLC.

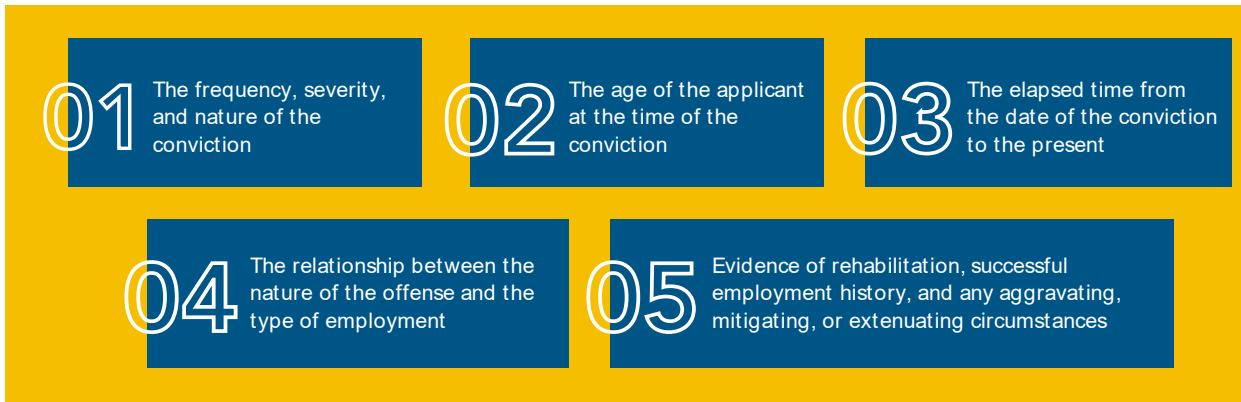
An applicant begins the employment process by completing an online application. Our team reviews the application to determine if the applicant meets the qualifications. Applicants meeting the minimum requirements attend an interview with the hiring lead, who assesses their customer service skills and fit for the job. Upon successful completion of their interview, the applicant’s qualifications process begins.

The hiring lead will contact the applicant and request that they review and sign the required release documents, including an application for employment, background check disclosure and authorization release, FTA or FMCSA DOT disclosure and authorization, and an I-9 Express Online I-9 verification.

MVR and Background Check Review

Once the applicant completes the necessary disclosures, our corporate qualifications department assesses the applicant. This team orders all motor vehicle records (MVRs) and background checks to determine if any of the following items are present:





Our

qualifications team initiates an individual assessment if these reports reveal adverse information. The applicant receives a pre-adverse letter and a copy of their background reports; the applicant can contest the report within seven business days.

If the applicant provides appropriate documentation clearing the issues cited, our qualifications team notifies the local hiring lead that the applicant is qualified. Otherwise, the qualifications department issues a disqualified notification to the hiring leader, who will, in turn, notify the applicant.

Pre-employment Testing

MV requires every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 to submit to a pre-employment drug and alcohol test. Additionally, applicants may be required to pass a DOT or non-DOT physical examination (depending on the position). Refusal to submit to these requirements serves as an automatic disqualification from employment.

We manage all testing and physical appointments through eScreen, Inc. A medical review officer (MRO) reviews exams and test results to ensure compliance with DOT requirements. This review is based on the medical standards set forth by FMCSA (49 CFR 391.41) and medical guidelines.

Company Retention Strategy

MV's retention strategy is critical to our organizational success, ensuring employees' long-term engagement and satisfaction. By retaining top talent, we can foster a stable workforce, enhance productivity, and reduce the significant costs associated with high employee turnover. Our company retention strategy is essential for building a resilient, motivated, skilled workforce. By investing in our employees' long-term success, we have achieved sustainable growth and a competitive edge, and we have cultivated a thriving workforce.

Vehicle operator shortages plagued the public transportation industry during and after the 2020 COVID-19 pandemic. Whether turnover is from early retirements, career changes, or taking a new job with competitive wages and less responsibility, the last four years informed MV's recruiting strategy for the future years ahead.

As we found hiring successful, MV's corporate team expanded its focus to include retention. We knew that getting new hire candidates in the door was just the first step—transforming them into tenured professionals was our key to strong performance in the field.

In 2023, we began two initiatives that helped us achieve better employee retention.

First, we applied deep analytics from hiring data (turnover metrics, exit interview findings, engagement survey results). We created proprietary dashboards with actionable data revealing why and when people left their jobs. As an early-warning system, this platform allows us to track the weekly dynamic changes as we implement mitigation strategies.

Then, based on the data, our corporate and regional HR teams partnered with our local teams to create personalized action plans focused on employee retention. This includes weekly calls to discuss shortages and retention, providing new interview tools to help managers find the right candidate, and refocusing our local team on employee engagement. This CEO-driven initiative included intensive training and education for our local leadership teams.

Our turnover figures illustrate the impact of MV's retention strategy. By November 2023, our turnover was down 400 basis points; by December, we saw another 100 basis points; and by January 2024, we saw a reduction of another 500 basis points.

Other Key Components of our Retention Strategy Include:

- **Competitive Compensation and Benefits:** Offering fair pay and comprehensive benefits shows employees they are valued.
- **Career Development Opportunities:** Providing training, mentorship, and pathways for advancement fosters growth and satisfaction.
- **Recognition and Appreciation:** Celebrating achievements and providing feedback helps employees feel seen and respected.
- **Work-Life Balance:** Supporting flexibility and wellness ensures employees can thrive professionally and personally.

- Open Communication: Creating channels for feedback and addressing concerns builds trust and loyalty.

Drug and Alcohol Testing Program

MV has a Zero Tolerance Drug and Alcohol Policy and Substance Abuse Program, complying with FTA and DOT compliance standards. This program integrates three critical components in the implementation of this program:



The Policy

MV's Drug and Alcohol Policy comprises the following four activities:

- Take appropriate action to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Foster and maintain a drug and alcohol-free environment for all employees and patrons;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;

Encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

The Program

Every MV employee is subject to four drug and alcohol screening types according to their employment category (safety-sensitive versus not safety-sensitive). Please note that under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Testing Types



Pre-Employment

Candidates are required to successfully complete and pass a preemployment drug screen prior to receiving an offer of employment. Failure to submit to testing, or a positive screen, results in the denial of employment.



Random

All safety-sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.



Post-Accident

We conduct DOT post-accident drug and alcohol testing immediately following an incident meeting FTA/DOT criteria on any employee involved. If the accident does not meet the FTA/FMCSA testing criteria, MV reserves the right to test any safety-sensitive employee.



Reasonable Suspicion

Employees are subject to reasonable suspicion testing if significant and observable changes in their performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/drugs. All frontline personnel are observed by personnel certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

Leadership

Human Resources Manager and DAPM Jacob Lackore directs MV's Zero-Tolerance Drug and Alcohol Testing Program. He works closely with MV's local operations and representatives of the FTA and DOT to confirm that MV's policies and programs are current and compliant with all regulatory requirements. Jacob and his team process all test results and communicate the outcomes to our local management team.



Partnerships

We work with Alere™ Toxicology for all laboratory services and Dr. Brian N. Heinem, M.D., D.O., who serves as the Medical Review Officer, conducting MRO services for our company. MV manages all random screens using the MYeScreen technology, which provides a computer-generated selection process program that randomly selects employees for testing without bias or discrimination. Assignments are available on the first of each month to begin performing testing immediately.

Locally we use local occupational health clinics to perform the urine and breath alcohol collections for testing. For substance abuse professional services, we partner with American Substance Abuse Professionals (ASAP) for referrals.

Training

Once hired, all MV employees receive FTA-compliant training that outlines MV's Zero Tolerance Program. We address all drug and alcohol testing procedures as part of the initial employee and annual refresher training. As required by the FTA, initial training includes a minimum of 60 minutes on the effects and consequences of prohibited drug use on personal health, safety, the work environment, and the signs and symptoms that may indicate prohibited drug use.

All supervisors and personnel authorized to make reasonable suspicion determinations receive additional training on drug and alcohol use indicators. Training includes the following areas:

- REACT Reasonable Suspicion Decision Training Manual
- MV's 10 Steps to Successful Reasonable Suspicion Testing Checklist
- MV's Reasonable Suspicion Determination Form
- MV's Reasonable Suspicion Testing Interview Procedures Quick Tutorial

Program Updates

We recognize the importance of remaining compliant and up to date with all regulatory program changes. MV's Drug and Alcohol Program aligns with the US DOT revisions to 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing, to reflect the following changes:

Opiates are reclassified as opioids and now include hydrocodone, hydromorphone, oxycodone, and oxymorphone, in addition to codeine, morphine, and 6-acetylmorphine (heroin) and their brand names.

Testing analytes have been revised.

A positive screen for amphetamines/methamphetamines or THC (marijuana metabolite); the MRO will have the authority to conduct further testing.

The MRO must now provide employees with up to five days after reporting the verified negative result to have the prescribing physician contact the MRO to determine if the medication can be



changed to one that does not make the employee medically unqualified or that does not pose a significant safety risk before reporting the “safety concern” to MV.

Audits

MV has successfully completed each FTA audit of our program and operations.

c. Industry Leading Training Programs

The MV Way

MV Transportation is excited to introduce a new operational manual for our General Managers called The MV Way. The MV Way is a management tool and a playbook that guides the running of a successful division. It reinforces policies and best practices with key actions to drive consistency in operational excellence, employee experience, and customer satisfaction. The MV Way is a comprehensive guide and the ultimate how-to manual, so every General Manager has access to the resources and tools to succeed.

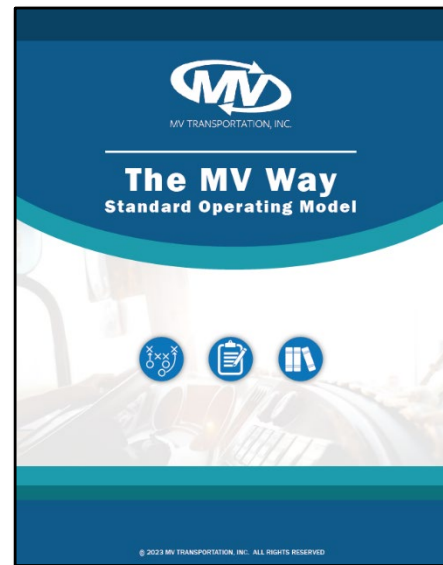
A few elements of The MV Way include:

People: How to create and maintain a positive culture, attract, retain, and develop talent, foster harmonious labor relations, and establish a high-performance culture. The General Manager plays a significant role in leading, by example and coaching the team to align with our shared MV and City values.

Safe, Successful Operations: The moral obligation and importance of putting safety at the forefront and center of everything we do, delivering a safe and reliable customer experience, optimizing operations for efficiency and effectiveness, and leading with world-class safety and maintenance. The General Manager is responsible for setting the tone, participating, engaging in all business areas, being data-driven in decision-making, and inspecting what is expected.

Customer Satisfaction: As a responsible corporate citizen, we recognize our duty to our communities. We want to ensure a safe, reliable ride and an outstanding customer experience where our passengers genuinely enjoy every interaction our professional team delivers. We seek to fully meet our customers’ expectations every day. We aim to help our clients solve their problems and bring them ideas and innovative solutions to achieve their goals and objectives.

Furthermore, MV is innovating this critical information by leveraging critical checklists and AI-powered applications, such as chatbots, to streamline and automate the interactions in an easy-to-use manner. We are confident this will be a beneficial resource to support excellence in our DPTS operations.



Operator Excellence Training (OET)

About OET

Operator Excellence Training, or OET, is MV's proprietary operator training program that leverages training materials, best practices, and ongoing guidance from USDOT, FTA, TSI, NTI, NHTSA, the Department of Homeland Security, and APTA. It is ELDT compliant and has been deployed at MV's locations nationally. This training is where our safety culture starts, and it keeps our trainees engaged, alert, and immersed in learning about safety.

OET is built on the Safety 360 Defensive Driving Principle that reminds operators to keep a 360° field of vision and 360° of space around the vehicle while driving. It embeds a 4-hour passenger transportation-focused customer service module, which unites traditional customer service techniques with robust sensitivity training to reinforce an outstanding customer experience for all.

Benefits of OET to the City

The City will have the most up-to-date operator training program available today, distributed on the most modern platform.

This proven operator training has been deployed at more than 128 public transportation contracts nationally.

DPTS operators will be consistently trained to rigorous standards of safety, professionalism, sensitivity, and customer service, promoting the City's brand as a safe, people-focused service.

Program Design, Approach to Learning, and Guiding Principles

Between 2020 and 2021, MV performed an extensive evaluation of commercially available professional operator training programs in the market to determine whether any satisfied the rigorous standards we had set moving forward:

- Built upon industry best practices and guidance from industry-leading and regulatory resources
- Centered on the core principles of defensive driving
- Appropriate and relevant to the health, security, and safety risks faced by operators today
- Focused on reducing unsafe behaviors, following Heinrich's law that for every 300 unsafe acts there is 1 accident.
- Easily customizable to our individual customers' training needs
- Able to be revised quickly and globally to comply with any changing regulations
- Flexible in design so that specific modules could be purposed for retraining and refresher sessions

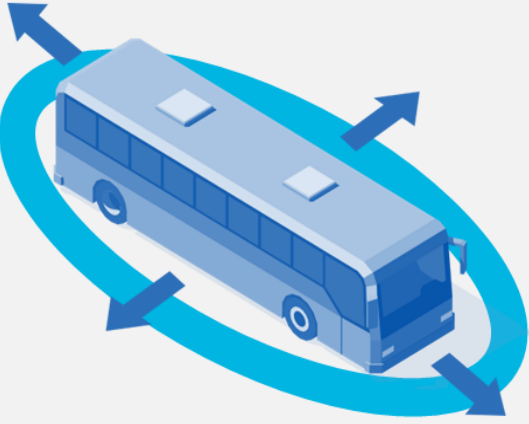


Without a clear choice satisfying our requirements, MV invested a million dollars in creating, developing, and deploying a new operator training program, Operator Excellence Training, or OET.

OET comprises five training settings with accompanying materials designed to progressively move the trainee from behind the desk to behind the wheel:

	Paratransit Training Hours
Classroom	28.68
Pre-driving skills	4.50
BTW Hours	21.00
<i>Skills Course</i>	5.50
<i>Basic Driving Skills</i>	15.50
Observation Hours	25.50
Cadet Driving Hours	16.00
Final Driving Evaluation	1.00
Total Time	95.68

OET is dynamic, interactive, and built for adult learning. The training design is meant to impact the trainee in three ways: Affective, by encouraging a positive attitude; Cognitive, by building the trainee's knowledge; and Behavior, by developing the trainee's skills. Throughout the training program, the trainee learns about the importance of **Safety 360°** - a holistic safety approach to maintaining 360° of visibility and a 360° safety cushion of space around your vehicle.



360° of Proper Visibility

- Look 15 seconds ahead.
- Check mirrors every 5-8 seconds.
- Change point of focus every 2 seconds.
- Rock n Roll looking left, right, left.

360° Cushion of Space

- Minimum 4 second following distance.
- Space on all 6 sides of vehicle.
- Avoid driving in bunches.
- 4-foot curbside clearance.
- 10-foot space when stopped behind another vehicle.
- 3-second pause at a fresh green light.

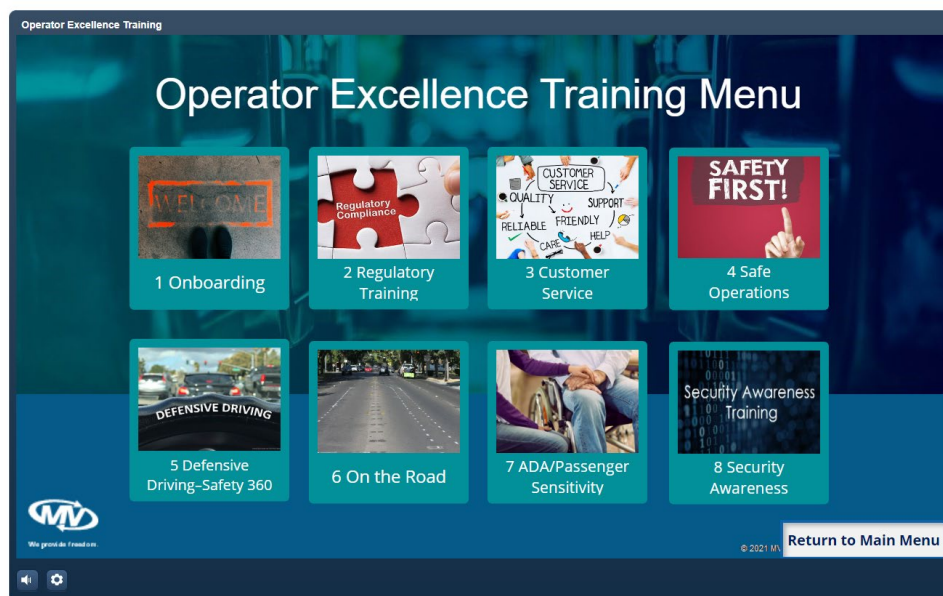
OET is the building block to our safety culture. It also recognizes that mindset is important, so throughout the program we reinforce our shared vision of Safety: Everybody, Everywhere, Every Time, where everybody is actively exhibiting safe behavior everywhere they are and at every time

of the day. Daily safety messages reinforce our safety and service culture, promoting key elements of OET related to safe driving, employee health, and customer care.

The Platinum Rule reminds us to treat our passengers with the respect and care they deserve.



The OET video library is built on a streaming platform that allows users to stop and start at their own pace and is accessible to all MV locations via the internet.



Developing the Professional Operator

MV's OET training is comprehensive and covers a wide range of topics essential to professional bus operation and public transportation service. In addition to safe driving skills, defensive driving

techniques, and on-road operation of a public transit vehicle, our training includes education core to becoming a professional operator:

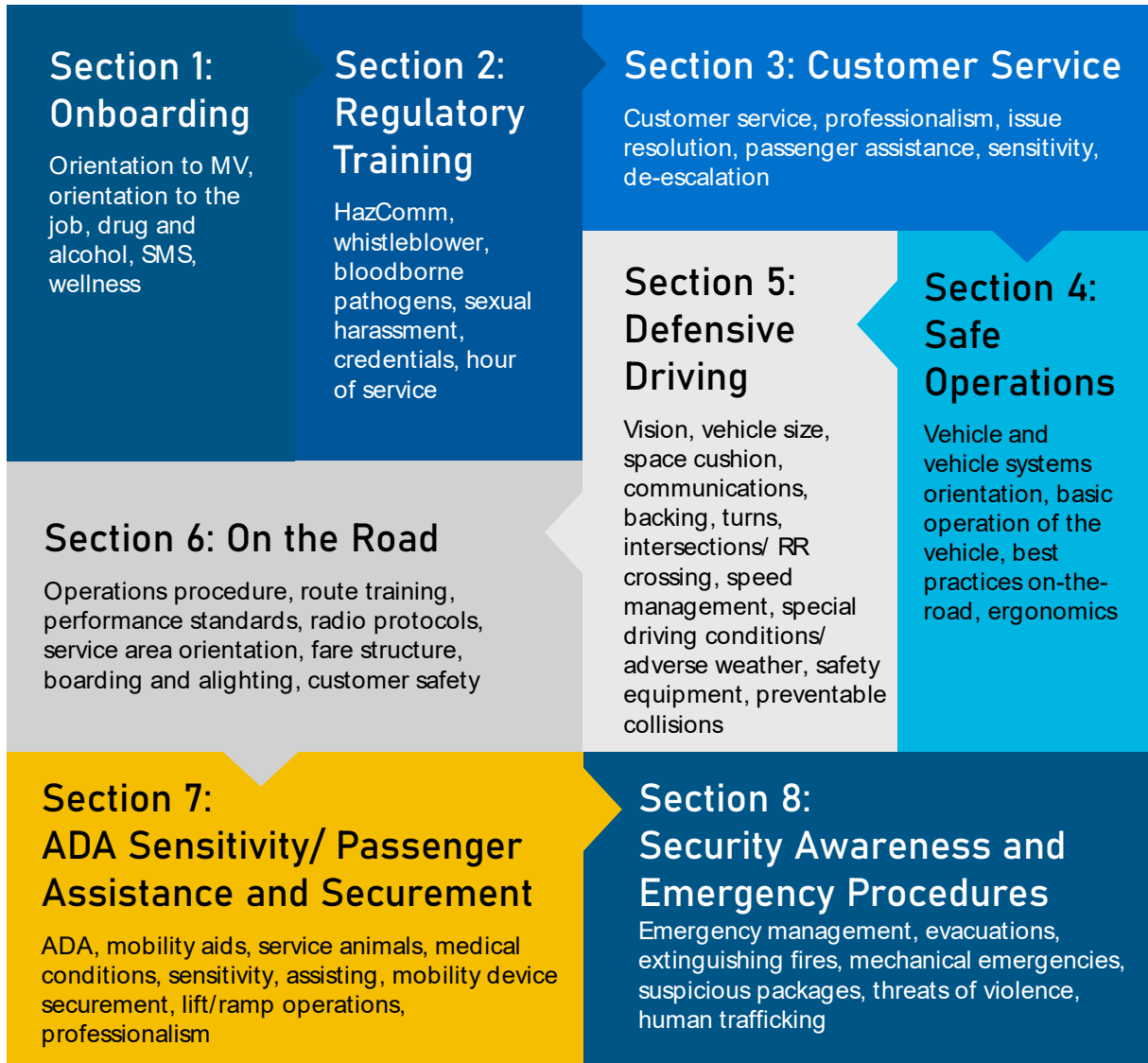
Customer Service: Customer service training is administered through a 4-hour training class titled Platinum Connection Customer Service, or PCSS. PCSS guide trainees to treat others how *they* would like to be treated. It teaches trainees to make customer-centric, solution-oriented choices focusing on personal responsibility. The training relies heavily on the acronym ACE (Attitude, Choice, and Empathy), encouraging trainees to “Ace the customer experience.” PCSS includes education on interacting with difficult passengers, de-escalation techniques, and communication strategies to mitigate conflict.

Passenger Sensitivity: Besides educating trainees on ADA law and common disabilities, we train all operators to demonstrate passenger sensitivity as a matter of practice. This training includes assisting passengers who use mobility aids, speaking to passengers at eye level, securement of passengers in mobility devices, asking permission before touching a mobility device, and accompanying passengers to the door of their drop-off location. During our passenger sensitivity training, we often work with community members and disability advocates to speak from real-life experiences. We also require trainees to navigate boarding a bus in a wheelchair or blindfolded, so that they can experience the customer experience from the point of view of someone with a disability. Passenger sensitivity refresher training is administered.

Security Awareness: The role of the professional operator requires heightened awareness and vigilance against public security threats. MV trains our operators in emergency management and emergency response for safety events on the bus (for example, handling vehicle evacuations or bus fires) as well as detect security threats in the public. This includes active shooter response, how to detect and report suspicious packages, how to respond to threats of violence, and how to identify the signs of human trafficking. This training includes proper use of codewords when communicating with dispatch, as well as interacting with emergency personnel and law enforcement.

Eight Areas of Classroom Training

Classroom training is divided into eight topics, each broken into modules that have video, classroom discussions, questions and answers, and quizzes. Individual modules are designed to be easily consumable while reinforcing the principles taught in each session.



Pre-Driving Skills – Classroom Onboard the Vehicle

Before we ask a trainee to operate a service vehicle, we orient them to the vehicle well in advance. During this part of the training, each trainee sits in the operator’s seat and familiarizes themselves with the bus controls and the onboard technology. They adjust their mirrors, get a feel for the size of the vehicle and its spacing, and they put into place the skills they learn in Section 4 of Classroom Training. All trainees are educated on how to deploy the mobility device lift/ramp and get the opportunity to touch and feel the mobility device securements.

26 Defensive Driving and Performance Skills of BTW Training

Behind-the-wheel training begins with a coned skills course and ends with the mastery of 26 specific defensive driving and performance skills.



Closed Skills Course (6 hours): MV creates a skills course in the yard, delimited by traffic cones, that trainees practice vehicle maneuvering. A trainer is on board with the trainee observing their driving and providing commentary as the trainee navigates the course. During this training, the trainee practices braking, turning, and managing curves.

Basic Driving Skills (25.50/15.50 hours): During this training, the trainee operates the vehicle on the road. With a trainer aboard providing guidance, the trainee practices commentary driving as they practice driving on the road, sharing the road with other vehicles, cyclists, and pedestrians. During this training, they operate the bus controls, practice making stops, and navigate the route using the onboard MDT.

Before graduating from BTW training and moving on to Cadet training, trainees must demonstrate proficiency in the following areas.

- | | | |
|--|--------------------------------|--|
| 1. Pre-trip Inspection | 10. Following Distance | 19. Pedestrian and Bicyclist Awareness |
| 2. Seat Adjustment | 11. Adverse Weather Conditions | 20. Crossing Railroad Tracks |
| 3. Mirror Adjustment | 12. Decreased Visibility | 21. Service Stops |
| 4. Lights, Signals, and Horns | 13. Lane Changing Procedures | 22. Lift / Ramp Operation |
| 5. Use of Accelerator | 14. Passing Procedures | 23. Mobility Device Securement |
| 6. Use of Brakes and Anticipated Stops | 15. Merging Procedures | 24. ADA Announcements |
| 7. Straight Forward Driving | 16. Right Turns | 25. Commentary Driving |
| 8. Straight Backing | 17. Left Turns | 26. Post-Trip Inspection |
| 9. Narrow Streets and Low Clearance | 18. Navigating Intersections | |

Observation Training

Observation training represents the time that a trainee is on the vehicle during BTW or Cadet training, but they are observing another trainee train behind the wheel. During this training, the trainee listens to the instructor guide the operator while on the road, providing guidance and instruction, as they watch the BTW trainee maneuver the bus. Also during these sessions, trainees may observe the instructor operate the vehicle. By training at a 2:1 ratio, we ensure that each trainee receives dedicated one-on-one training with their instructor. This approach also creates a more enjoyable experience for the trainee.

In-Service Training (Cadet Training)

When a trainee has passed all classroom and BTW testing, they enter the final phase of their training – in-service training. This training occurs on an operating route, and the trainee operates the bus in service under the observation of a certified cadet trainer.

During this training, the trainee greets all passengers, collects the proper fares, observes the proper time points, and communicates with dispatch. They assist passengers using the mobility device lift, and they are responsible for securing all passengers' mobility devices. During cadet training, the trainer homes in on any areas where the trainee requires refinement, while they assess the trainee's safety, driving behaviors, use of onboard technology, and passenger interaction. The trainer provides feedback throughout the process, in real-time.

Monitoring Training Program Effectiveness



To confirm our training program’s effectiveness, we evaluate each new operator’s performance at 45- and 75-days post-graduation and conduct training evaluation questionnaires.

We also routinely audit various phases and components of the training process, including documentation and trainers. Trends, areas of opportunity, and standards reviews are conducted during meetings with the training staff.

Ongoing Training

Throughout the operator’s career, they receive 12 hours of annual retraining in the form of Mandatory Safety Meetings. MV’s corporate safety team creates all curricula, promotional items, and materials for these meetings, each focusing on a different area of safety. Our local Safety and Training Manager, will customize the content of these meetings to refresh attendees on safety and customer service trends we are seeing. During these meetings, we recognize top performers and celebrate milestones, and provide updates on the status of the current incentive program or competition.

In addition to the annual safety meeting refreshers, we retrain operators at the following points in their tenure:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from “inactive” status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind-the-wheel road check. These focus on safety standards, defensive driving skills, and vehicle familiarity.
Post-Accident / For Cause	Required for any operator who has received a “preventable” rating for an accident/ incident. This training must be scheduled and given as soon as reasonably possible.	Varies based on the operator’s ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate the ability to perform all of the required tasks

Type of Retraining	When it is provided	Length of Training	Description of Training
			to standard before being allowed back to driving duties. In case of customer complaints, retraining is conducted through PCCS.
Biennial	At a minimum of every two years	4 hours	Every other year, all operators are required to complete refresher training covering safety standards and defensive driving skills.
Seasonal Refreshers	Annually in the fall before the beginning of the winter season	2 hours	Includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions.

Ongoing Evaluations and Supplemental Retraining

All MV operators employed under the contract will undergo evaluations at least once every six months by a qualified instructor or supervisor. These evaluations will include documented in-service assessments as well as checks of licenses and medical certificates.

Supplemental remedial training will administered to any operator who does not meet expectations. This training will be necessary in cases where employees exhibit unsafe behaviors with persons or property, fail to adhere to City or MV processes, procedures, or policies, conduct themselves unprofessionally with customers or coworkers, have a valid complaint filed against them, or are involved in a preventable incident with a customer or vehicle. The training will be tailored to the specific situation, following our retraining matrix to ensure maximum effectiveness.

CSR Training

MV's CSRs will use the Spare system to actively manage service delivery. They respond to late trips, no-shows, service interruptions, breakdowns, and service accidents and incidents.



MV's CSR training blends MV standard operating procedure training, DPTS policy and procedure training, and Spare training. Training includes hands-on training with a senior professional, where the trainee can apply their learning and gain real-life experience coordinating road call response, activating accident procedures, documenting disruptions, and monitoring service under the supervision of a seasoned team member.



The CSR receives approximately a week of training on MV and City policies and procedures, service area familiarization, drug and alcohol procedures (including reasonable suspicion), passenger sensitivity, customer service, accident and incident, harassment, use of technology, and specific Spare training. In addition, the CSR will participate in 16 hours of supervised on-the-job training.

Road Supervisor Training

We require all road supervisors to complete MV's initial operator training upon hiring or to have previously worked as operators. **In addition to this training, road supervisors undergo an additional 22.5 hours of job-specific training. MV developed this training in partnership with AvatarFleet, and it has been in use for nearly a decade across MV's national operations.**

The program comprises courses designed to improve coaching ability, promote safety awareness, reduce incidents' frequency, and improve the overall rider experience. The training program uses an adult learning platform that educates trainees on the topics including observation techniques, at-risk operator behaviors, Safety 360, communication essentials, coaching techniques, accident investigation, drug and alcohol procedures (including reasonable suspicion), safety leadership, and the FTA TSI Online Training Courses. We also will provide specific training on the use of technology, including Clever Devices, DriveCam, and Mobileye.

d. Award Winning Safety Program

Safety: Everybody, Everywhere, Everytime

SAFETY
everybody everywhere everytime

At MV Transportation, safety is driven by people. We believe that nothing is more important than the safety of our employees, the traveling public, and the communities we serve.

Safety is a core value of **every** MV employee and applies to **every** aspect of our company – **every**

decision, action, movement and interaction. We prioritize safety because it helps secure our future, and it's simply the right thing to do.

A thriving safety culture, where zero incidents occur, is possible and starts with leadership and requires an active commitment to put safety first from everyone. This is why the motto for every MV operating division is Safety: everybody, everywhere, everytime.

everybody

A commitment to safety for **ALL** – MV employees, customers, passengers and communities.

everywhere

Throughout our operations and the communities we serve – MV facilities, MV vehicles, in our personal lives, and in our neighborhoods.

everytime

MV employees always **think** safe and **act** safe without exception – on and off the job.

This idea represents a guideline for advancing our organization into the future and outlines expectations for each employee. We all have a personal responsibility to think safely, identify the hazards associated with our activities, and act safely to minimize them. Thinking and acting safely are the most important behaviors for keeping ourselves and others safe at work and at home.

MV Transportation, Inc. pledges to continuously improve safety practices to make our safety culture world-class. We provide an open environment that encourages meeting safety standards and empowers employees to stop unsafe work. We are dedicated to distributing resources and applying best practices across the organization to achieve our objectives.

We establish our safety culture during onboarding and cultivate it with safety programs like daily safety messages, monthly safety meetings, regular safety blitzes, and companywide safety standdown events. We provide ongoing safety training for all employees through 45- and 75-day evaluations of new hires, regular coaching in response to risky behaviors, annual road evaluations of operators, annual retraining of operators, road supervisors, trainers, and technicians.



MV's Safety Management System Structure

MV's Safety Management System is designed to identify, assess, eliminate and/or control operational hazards and their associated risks. It is built on a platform of four Pillars that define key components for continually improving safety performance and compliance.

Safety Management System Pillars



Components within the pillars

Commitment to Safety

World-class safety requires the commitment of employees at every level.

- **Leadership** defines the vision and framework, sets clear expectations, and allocates resources.
- **Employees** are expected to take personal responsibility for their safety and the safety of co-workers, our passengers, and the public.

Cultivating a Safety Culture

We engage employees with comprehensive training to perform their job duties with excellence and contribute to the continuous improvement of our safety culture.

- Competency-based Training and Awareness
- Stakeholder Engagement

Mitigating Risk

We proactively identify potential safety hazards arising from our work and establish controls that reduce exposure and risks.

- Risk Management
- Operational Controls
- Event Investigation, Evaluation, and Lessons Learned
- Emergency Preparedness and Response

Measuring Performance

To continuously improve safety performance, we collect data, set benchmarks, and measure progress. Strategic data analysis enables management to make informed decisions and exceed objectives.

- Safety Assurance
- Management Review and Continuous Improvement
- SMS Documentation and Record-keeping

MV has the Lowest Risk Score of all of its Competition

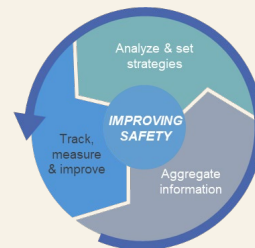
At MV we have a relentless focus on serving our why – our passengers and our clients. To do so, no operational element is more important than world-class safety.

We are proud of our safety record, and the two charts below demonstrate our safety leadership in the industry. The first chart is data collected by LYTX, the manufacturer of DriveCam. It shows the average severity per event recording for MV and the average of our competition in the contracted market. You can see from this data that MV is 60 percent less risky than its peers.

The following chart illustrates MV's year-over-year safety record, calculated as NTD-reportable preventable accidents per 100,000 miles. In an industry where the most common performance standard regarding safety is one accident per 100,000 miles, MV's numbers exhibit the effectiveness of our approach to safety.

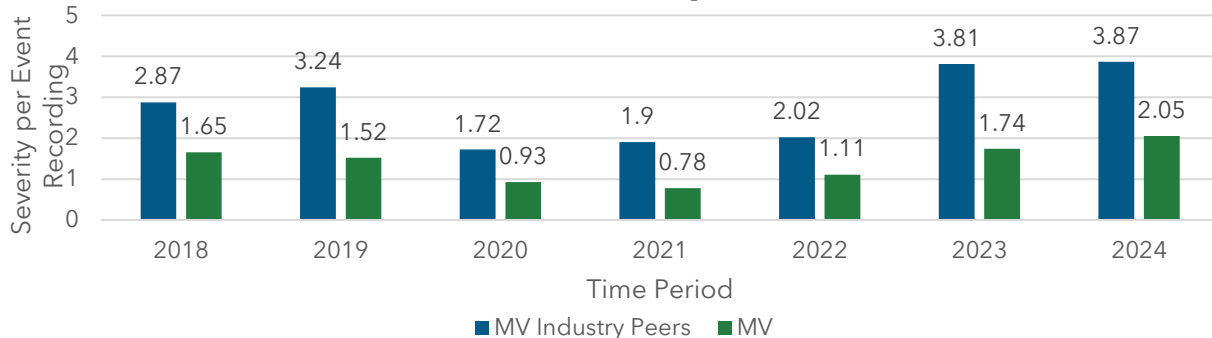
MV's Safety Program Delivers the Greatest Value

- MV's safety program lowers overall risk to the City with the most effective DriveCam coaching program in the industry
- You will have access to near real-time information regarding our safety performance
- Our safety program is built upon 50 years of best practices, APTA standards, USDOT, and FTA guidance

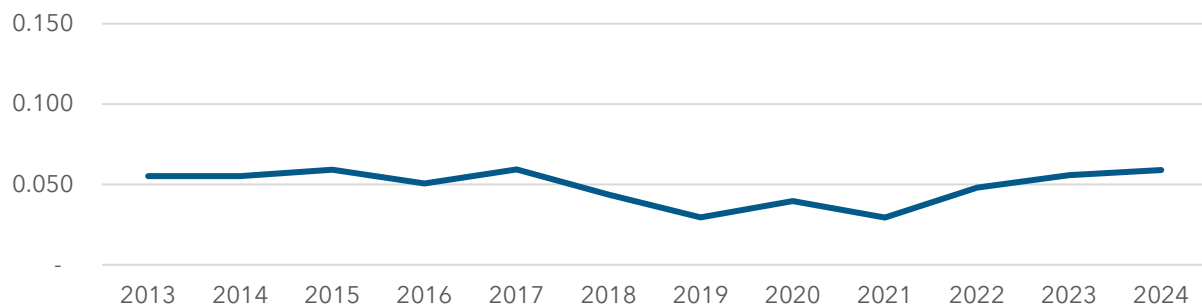


lytx
**INNOVATION
AWARD 2020**
WINNER

MV's Risk Score Compared to Peers



Preventable DOT Rate per 100k miles



Safety Technologies Considered in this Offer

MV leverages three industry-leading technologies to help us identify unsafe behaviors and prevent their recurrence before they result in a near miss or event.

Mobileye Collision Avoidance

This technology is passive and designed for the operator. It generates no data and alerts the operator of potential collisions.

Mobileye8Connect comprises a small camera that is mounted behind the rear-view mirror.

It detects and alerts the operator of the following hazards on the dash-mounted display: impending forward collisions (while accounting for speed), the presence of pedestrians or cyclists, lane departures, and speed limits.

Mobileye gives operators the opportunity and the time to recover from a potential accident by changing their safety behavior.

This technology works in daylight and nighttime and is the foundation of Mobileye's self-driving technology, which is currently used in commercial vehicles.



DriveCam by Lytx

This technology allows us to collect safety data from the vehicles we operate. This safety monitoring tool generates extensive data from video clips and categorizes them across multiple datasets.

DriveCam SF-400 offers the latest technology in triggered-event recording technologies.

DriveCam is a small camera installed on the windshield that continually records a view ahead of the vehicle and a view of the vehicle interior.

When triggered by internal sensors, the video clip is saved and transmitted to the DriveCam Fleet Management Platform. Using Advanced Machine Vision and Artificial Intelligence capture, this system accurately categorizes risky driving behaviors and reports results on a detailed



dashboard. Within minutes of a triggered event, our team receives DriveCam alerts on their mobile device - giving our team near real-time actionable information.

These units contain four high-lumen infrared lights and integrated microphones and can save up to 100 hours of footage that we can access on-demand (for necessary investigations).

MV Safety Insights

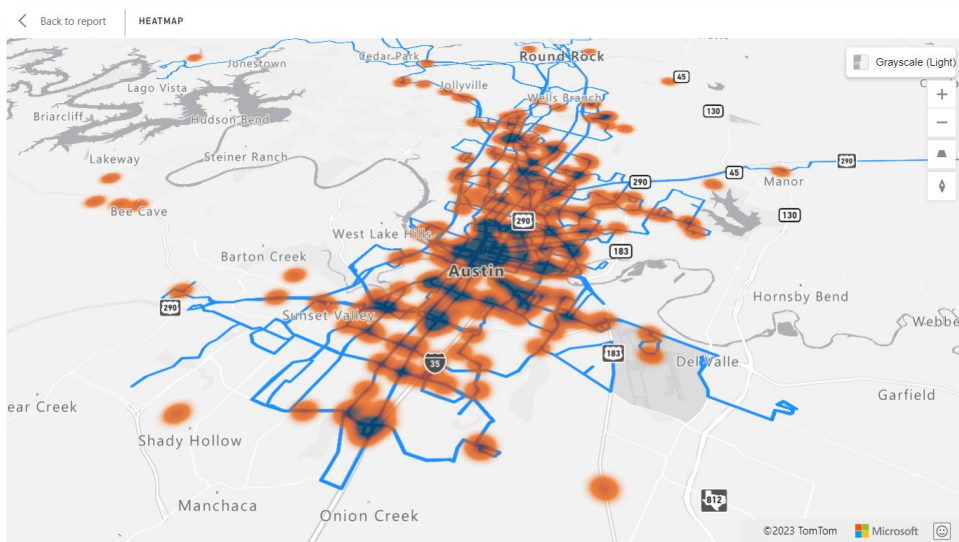
This internal technology further analyzes the data gleaned from the DriveCam Management Platform and visualizes the data across multiple lenses.

MV Safety Insights is part of our suite of analytical tools built on Power BI. MV Safety Insights collects data from the DriveCam Fleet Management Platform for each scored event. The platform then analyzes this information across various datasets to identify the highest risk factors, including the individuals involved, the nature of the events, the locations, and the times at which these risks are most prevalent in the service.

Our local team uses various dashboards and reports to mitigate these risks proactively. This includes employee coaching, administering retraining, posting signage about dangerous intersections, refocusing on our safety meeting topics, selecting safety blitz themes, and more. We continually measure the effectiveness of these actions when assessing repeated behaviors.

Sample Insights views are represented below:

Heatmap display of riskiest areas



Unsafe Driving Behaviors by Day of Week, Time of Day

LocalDayofWeek	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Total
Sunday			1	2	1	1	2	4	2	2	4	5	4	2	1	3		1		35
Monday		1	2	3	2	6	4	1	3		1	4	1	6	8	2	3			47
Tuesday			1	1	1		2		1	4	2	5	5	4	3		1	1	1	32
Wednesday			1	4	4	3		3	1	3	1	3	2	3	3	1	3	4		39
Thursday	1		2	2	3	2	2	4	2	1	1	4	2	3	2	1	5	2		39
Friday			2	1	4	6	1	2	4	4	3	7	3	4	2	5	3			51
Saturday					1	4	4	2	1	4	1	2	2			2	2			25
Total	1	1	9	13	16	22	15	16	14	18	13	30	19	22	19	14	17	8	1	268

Safety Engagement

MV's Safety Management System drives Safety: Everybody, Everywhere, Everytime in content and structure. It serves as the framework for engaging our employees with the safety culture while administering our safety programs at the local level.

Local leadership teams are empowered to integrate MV safety principles into their local operations to promote and maintain a positive safety culture. Management and supervisors are expected to demonstrate their commitment to safety and exhibit the behaviors they want to see as part of their location's safety culture.

Our robust safety promotional program at MV is designed to hold our local management accountable for measuring performance and implementing safety initiatives that continually reinforce our commitment to safety.

Schedule of Safety Promotion

 Daily Safety Huddle Managers and supervisors establish and communicate the day's safety priorities. Daily Safety Message A new message is distributed companywide and is reinforced at the local level by radio announcement and posting in entryways and operators' lounge.	 Weekly Safety Fundamental of the Week Weekly focus on a fundamental safety skill or behavior that is reinforced through the daily safety messages. Weekly Safety Staff Meetings Key leadership and safety staff meet to review the week ahead, align priorities, and prepare for any events in the planning stage.	 Monthly Safety Meeting Monthly curriculum and materials developed by corporate with required attendance for all employees. Topics for fleet and shop employees. Held during off-peak hours and at multiple time slots to ensure attendance. Safety Task Compliance tasks and quality assurance inspections are completed at the local level.	 Just In Time Safety Blitz In response to safety trends, local teams plan an effort to observe and bring awareness to the area of concern. Safety Standdown In response to safety trends, corporate, regional, and local leadership stop work and stand down to address the area of concern and engage with employees.
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Embedding Safety into the Employee Journey

Every new employee starts their journey with the understanding that a commitment to safety is a requirement of the job. During recruiting, applicants learn about our commitment to safety. We are a company with a mission-driven culture, and safety is an essential part of our mission, vision, and core values. Once hired, the trainee is introduced to our safety culture during every aspect of their professional training. Here, the company reinforces safety as our underlying mandate and utmost priority. Employees benefit from and promote a service-based culture focused on safety principles and a cooperative atmosphere within the workplace.

Incentives, Prizes, and Competitions

Our organization promotes employee safety through various methods such as daily messaging, scheduled meetings, and employee events. We recognize the significance of positive reinforcement, team building, and employee recognition in a service-oriented culture. Therefore, all MV locations implement a promotion program, including contests, competitions, and awards to maintain employee engagement and enthusiasm for their roles.

Nicholas Standefer will have the discretion to adjust these events to appeal to the local team; however, our local Safety Committee will lead the overall design of our incentive program. Below is our draft incentive program for the DPTS team. This schedule is subject to adjustment by the local team as needed.

\$200 Safety Bonus: All operators who do not experience a preventable accident, attendance violation, or customer complaint in the prior 12 months will be paid a cash bonus of \$200 on their anniversary date.

2-Hour Credits: Each month, employees who meet the following criteria earn a 2-hour credit. Criteria include: No unexpected absences, no preventable accidents in a 3-month period, no miss-outs, no disciplinary actions for 3 months, and no new work violations

The Katherine McClary Operator Award: All MV locations compete for this national prize that recognizes our finest vehicle operators nationwide. Qualifying operators are evaluated on their safety records, driving records, complaints received, community service, and DriveCam events. We recognize recipients quarterly, annually, regionally, and nationally. National recipients receive a trophy and a monetary prize.

Raffle Royale: All operators who do not trigger the DriveCam system for unsafe behaviors for the month are entered into a raffle of up to \$200 in prizes.

Employee events: MV hosts a variety of employee events, designed to boost morale and support employee satisfaction.

Safety Bucks: The local management team purchases a series of prizes and displays them for 30 days with the associated cost of each item. During the month-long period, each operator can safety bucks (1 safety buck = \$1.00) by being accident-free, DriveCam event-free, and complaint-free, earning up to 9 safety bucks a day. At the end of the month, all operators receive their earned safety bucks and an invitation to the Safety Auction. Auction paddles are distributed, and the highest bidder wins the prize.

Safe Operator Recognition: Safe operator pins and patches are available to recognize safe operators who perform a consecutive 12-month period of safe service. Pins and patches are available for years of service, up to 30 years. To receive a pin and patch the operator must not have any preventable accidents, preventable incidents, or safety points issued during the eligibility period.

Location Safety Committee

Each MV location with ten or more employees is required to have an on-site safety committee. The safety committee works as a team to promote Safety: Everybody, Everywhere, Everytime and create and maintain a safe work environment for our employees.

The Location Safety Committee evaluates the workplace, recommends improvements, and manages safety incentive programs. They focus on safety and security, identify risk areas, participate in emergency planning, and organize safety events. The committee, with up to ten members from each department, meets monthly.

Up-to-Date Compliance

MV's safety and training programs are built on years of experience and developed best practices. They are continually informed by regulatory and industry resources, including, but not limited to,



the DOT, FTA, OSHA, the Department of Homeland Security, the Center for Disease Control, the National Safety Council, the National Transit Institute, and more.

MV's corporate safety team continually reviews changes to federal laws and regulations regarding safety and transit vehicle operations and maintenance, and we amend our policies for compliance. We follow publications from APTA, DOT, NITSA, FTA, FMCSA, and OSHA regarding changes to federal regulations, and our safety directors are responsible for following any state DOT, DMV, PUC, or other state-level regulations related to transit vehicle operation and maintenance and safety. All updates to standard operating procedures, addendums to safety plans, and modification of safety and training forms are vetted through a strict approval process, up to and including the Senior Leadership level, as governed by the severity and requirements of the change.

Ongoing Audits and Inspections

Throughout the operating year, MV's operation undergoes several safety audits and inspections.

Annual Facility Audits



Each location is subject to an annual, comprehensive audit by members of MV's maintenance team. Members of the operations team may also support this inspection. Standard inspection forms and photographs are used to document the condition of all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, conveyors, plumbing, electrical, and safety systems. These audits are used to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into annual budget plans.

Fire Safety Inspections



Each location receives an unannounced fire inspection. We base these inspections on compliance with all local fire and life safety codes. We document the inspection and follow-up on any areas of identified weakness. These inspections happen at least once a year.

Insurance Inspections



MV Transportation's insurance provider regularly schedules inspections for each division. The inspectors conduct the inspections and provide written reports documenting their findings and recommendations. This process confirms compliance with local, contractual, and company specifications regarding proper maintenance of the insurance required for the division's operation, equipment, and facility.

Workplace Safety and Security

As part of our commitment to safety, workplace safety and security are enforced regardless of where employees work. The workplace can mean the bus, the field, the facility, the shop, or the yard - Safety is Everybody, Everywhere, Everytime.

Safety and Security

All employees receive training on customer service and de-escalation training (49 U.S.C. 5329(d)(1)(H)(ii)(III)). This training program covers expectations for professionalism, including dealing with coworkers, passengers, and the public. We use this training program to train on handling challenging customers or passengers and resolving conflicts properly. Our teams are trained to contact law enforcement/emergency services in the event of a situation that threatens the safety and security of the employee(s), the passengers, or the public. Operators and dispatchers go through specific training on these types of emergency communications. Additionally, all employees must attend the active shooter training, training in handling suspicious packages, and weapons of mass destruction modules of operator training.

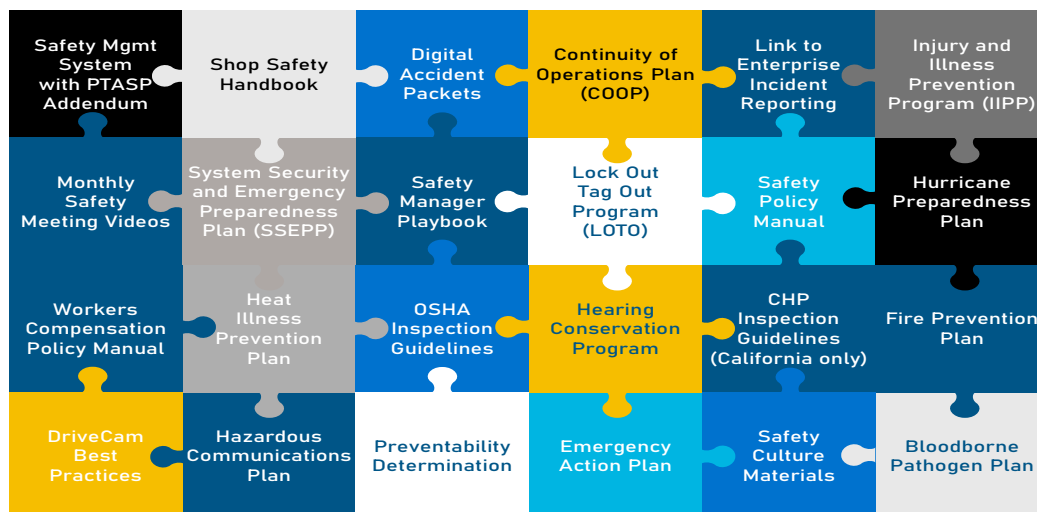
Health and Safety

MV facilities are OSHA compliant and factor in essential safety needs, including but not limited to the presence of eye wash stations, requirements for and provision of Personal Protective Equipment (PPE), ergonomically healthy workstations, and formalized lock-out tag-out procedures. We have an active Hazardous Communication Plan, and our facilities are equipped with Safety Data Sheets in areas where hazardous materials are stored. MV facilities are equipped with sanitizing cleaners, disinfectants, and hand sanitizer.

Safety Documentation, Manuals, and Materials

MV has a wealth of documented safety plans, from emergency action to hearing conservation. We centralize all guides, policies, programs, and plans on InsideMV, our company intranet and document repository accessible to all supervisors and managers. This site contains our safety calendar, provides access to online forms and training resources, and connects our local teams with documented best practices in safety management.

DOCUMENTED PROCEDURES AND RESOURCES



e. Certification Requirements

MV's team holds all appropriate certifications to operate this service. MV will obtain all necessary licenses upon award.

f. Fueling and Storage of Fleet

MV's proposal contemplates storing all vehicles at the City's Maintenance Yard at 555 E. Wood Street. MV will fuel and wash the DTPS microtransit and rural transportation service fleet using the City-provided fueling facilities, wash bay, and two full-time, duly dedicated MV vehicle service workers.

g. Fleet Maintenance Plan

Rider safety, comfort, and overall experience drive our fleet maintenance plan. We strive to maintain all passenger vehicles in like-new condition, with careful attention to preemptive care that reduces the frequency of unscheduled maintenance and ensures the safe operation of each DPTS vehicle.

MV's maintenance experience spans four decades and encompasses the management and care of more than 10,000 passenger vehicles nationally and more than 100 maintenance shops. As part of our operating agreements, we maintain fleets of all sizes under this program - from sedans to 60' electric articulated transit buses.

What is World Class Maintenance at MV?

At MV, our world-class maintenance is committed to fundamental practices: investing in employee and leadership development, catching defects before road service, collaborating with OEMs, and inspiring every shop member to provide freedom of mobility for our passengers.

For the City of Decatur's microtransit and rural transportation services, we will contract out maintenance to two local vendors, Firestone Complete Auto Care (400 N. Main Street) and the Chevy Dealership (150 W Pershing Road). General Manager Nick Standifer will monitor vehicle mileages and schedule service at the following preventive maintenance intervals.

PMI Inspection Items	A	B	C
Mileage	5K	10K	15K
Vehicle interior and exterior (lights, safety equipment, etc.)	✓	✓	✓
Brake testing	✓	✓	✓
Door and/or lift/ramp operation/cycling	✓	✓	✓
Road test (engine, transmission, brake, steering)	✓	✓	✓



PMI Inspection Items	A	B	C
Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)	✓	✓	✓
Engine compartment (fluid and leak inspection)	✓	✓	✓
Clean/check battery and cables	✓	✓	✓
Steam clean/pressure-wash engine	✓	✓	✓
Mobility device lift inspection and service	✓	✓	✓
Climate control systems inspection	✓	✓	✓
Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)	✓	✓	✓
Air filter change		✓	✓
Fuel filter change (if applicable)		✓	✓
HVAC (leaks, filters, temperature checks, function inspections)			✓

What Else Happens During a PM Inspection?

As part of the PM process, all mechanical, electrical, fluid, air, and hydraulic systems are inspected to confirm they are safely working as intended. The tables above summarize these activities. In addition, the following activities take place as part of our PM program.

Mobility Lifts and Ramps: No MV vehicle can enter service without a safe, functioning lift or ramp. The bus is immediately replaced if a lift or ramp fails in revenue service. Lifts or ramps are inspected daily as part of the pre-trip inspection (when the operator cycles the lift or ramp), then as part of the preventive maintenance inspection, and then annually. During the PM Inspection, the technician replaces worn components, cleans the gears, and adjusts alignment. During the annual inspection, they also check for drifting, leaking cylinders, and confirm that safety sensors are in working order.

HVAC System: Technicians inspect the heating, ventilation, and air conditioning (HVAC) systems to ensure they are functioning and free of leaks year-round. The technician also inspects the condition of all brushes and fan motors and changes the filters. In addition, operating these systems weekly at ten-minute intervals confirms that the refrigerant compressor is appropriately lubricated and prevents leakage in the compressor shaft seal. This process also ensures early detection of any refrigerant loss. To supplement PM inspections, we perform seasonal HVAC inspections.

Emission Testing and Compliance: Our team is equipped and able to perform annual emission inspections as required by clean air standards and the requirements of the California Air Resources Board (CARB) Voluntary Compliance Program, as updated in 2023 to include semiannual inspections of all diesel and alternative-fueled vehicles. In addition, we will manage all CARB-required reports, and MV will obtain all associated permits and licenses as needed.

Onboard Technology Maintenance: MV employs technicians who are adequately trained to inspect, diagnose, and repair or replace the various electronic onboard systems. The original equipment manufacturers of these devices provide recommendations relating to inspection cycles,

which we follow to ensure proper operation. MV will stock all necessary parts and materials to ensure timely repairs.

DriveCam System and Mobileye Units: Technicians turn on these devices as part of the PM inspection to ensure they are properly powering on. If a defect is identified with the unit, MV will replace it with a spare and work directly with the product manufacturer for the repair.

Surveillance Cameras: Technicians inspect all surveillance camera systems by confirming it powers up properly, then inspect the housing and lenses for damage, check all screws and confirm water protective sealant is intact. They then inspect the microphone wiring and check the camera angle and field of view.

Cleaning Procedures

Maintaining each DPTS vehicle in the most stringent cosmetic condition supports the rider's positive perception of service. We want every rider to associate the DPTS system with a ride in a clean, comfortable, well-maintained, safe vehicle.

Our vehicle service workers are responsible for all fleet cleaning. They are trained in both the standards of cleanliness and *how* to clean the bus, and their work is quality-checked by an on-duty technician.

Vehicle services workers use a utility cart with cleaning fluids, disinfectants, towels, rags, a mop, and MV's cleaning checklists. The service workers use the checklist to guide their cleaning routine.

Please note that for this service, MV will use an automated wash rack at the City's facility to facilitate the cleaning of the fleet parked there.

Vehicle service workers will clean the DPTS fleet to the specifications cited in the RFP and outlined below.

	Upon detection	Daily	Weekly
Remove Graffiti	✓		
Sweep the vehicle interior		✓	
Remove trash	✓		
Vacuum all areas where a vacuum can be used			✓
Sweep and mop floors, clean light-colored areas with a stiff-bristle brush			✓
Clean modesty panels with detergent			✓
Clean vinyl passenger seat with disinfectant and water			✓
Clean stanchions, grab rails, and handrails			✓
Wipe down the ceiling and walls with a wet rag, and dry the ceiling and walls			✓
Clean the instrument panel			✓
Clean steering wheel			✓

	Upon detection	Daily	Weekly
Sanitize surfaces			✓
Clean interior windows			✓
Clean exterior body panels with detergent and a vehicle washing brush or run through a wash rack.			✓
Clean tires and wheels using the appropriate brushes.			✓
Clean Mud Flaps			✓
Clean Wheel Wells			✓
Clean windows and mirrors; remove water spots			✓
Clean, rinse, and dry lighting lenses			✓

3. System Features and Operational Requirements

This section will describe Contractor capabilities and identify how the system fulfills the functions, features, and operational requirements set forth in the Scope of Work and include:

- Capabilities Matrix.
- System/Functional Requirements Diagram.
- Additional Details to Capabilities of Contractor (if applicable).
- Description of any capabilities or items not being fully fulfilled.

Spare Capabilities Matrix

Requirement	Yes/No	Description
5.1 USER REGISTRATION		
All users must register and establish a user account, which must include their name, address, phone number, email, and favorite destinations.	Yes	Spare allows users to create accounts with minimal required information: an email address, a phone number capable of receiving text messages, a username, and a password. While additional user profile details like favorite destinations can be stored and utilized within the system for enhanced service personalization and trip planning, they are not strictly mandatory for account creation.
5.2 FARE OPTIONS		
The city is open to exploring different	Yes	The Spare platform supports a variety of fare

Requirement	Yes/No	Description
fare options. Still, as a component of the SaaS platform, the users may create and link a payment account (payment options should be consistent with DPTS fare policy).		and payment configurations that align with local policies, such as DPTS fare policies, while offering flexibility for users to create and link payment accounts. Spare Pay: Fare Options & Payment Integration Spare's fare payment module, Spare Pay, enables agencies to design customizable fare structures and link multiple payment options, including: • Credit/debit card payments via Stripe Connect (PCI-compliant). • Mobile payments through Apple Pay and Google Pay within the Spare Rider App. • Phone-based payments using Spare Pay IVR, allowing call-in riders to complete secure credit card transactions without agents handling sensitive data • Cash handling and fare-free configurations can also be set depending on agency needs. Alignment with Agency Fare Policies The platform allows fare policies to be configured at: • The service level (e.g., microtransit vs. paratransit), • The rider level using Eligibility Group tagging, • Or based on trip attributes like time of day or trip distance. This ensures consistency with any policy framework like DPTS fare rules, allowing local agencies full control over how fare collection works for each rider segment. Additional Capabilities • The platform supports ticket-based systems via the Spare Tickets module (software-only, no

Requirement	Yes/No	Description
		hardware) Fare capping, discounts, and third-party sponsorships (e.g., employers, social service programs) can also be integrated using custom APIs or Spare's open APIs for fare management systems. In summary, Spare supports fare flexibility and integration of modern payment systems and provides the back-end configurability to ensure fare policies align with local transit agency guidelines.
5.3 TRIP PLANNING		
Trip planning - via mobile application, web portal, call center - shall allow users to explore valid travel options within the service area. Options will include travel by transit, a connection to/from transit, and the curb-to-curb service model. Associated travel times, costs, walk and wait times, and transfer information shall be provided. Users may elect to request a ride or cancel out of trip planning.	Yes	The Spare platform fully supports multimodal trip planning through its Rider App, Rider Web portal, and call center interface. It provides users comprehensive travel options, including fixed-route transit, first/last-mile connections, and on-demand curb-to-curb services. Multimodal Trip Planning Features 1. User Interfaces: - Mobile App (Spare Rider) and Web Portal (Spare Rider Web) allow riders to input origin and destination and receive multiple trip options, including: - On-demand rides only - On-demand + transit connections - Transit-only - Call center agents use the Spare Admin Panel to access the same trip planning engine and can assist riders via phone. 2. Trip Options Display: - The system shows travel times, fare estimates, walking distance, wait times, and transfers for each valid route option. - Riders can compare alternatives and select the best fit for their needs or cancel out of the flow.

Requirement	Yes/No	Description
		3. Transit Integration: • Spare uses GTFS data to integrate fixed-route transit into the trip planning experience. • Agencies can enable Spare Multimodal, which overlays real-time transit info and synchronizes on-demand services with nearby transit schedules. 4. Accessibility: • Accessible trip routing is supported for riders with mobility needs. Preferences like wheelchair-accessible vehicles and minimal walking distances can be saved to profiles. 5. Booking & Cancellation: • Once a user selects a trip, they can book immediately or cancel out of planning. • In-app booking is seamless, and for call-ins, the reservationist confirms and books on behalf of the rider. Summary Spare’s platform meets and exceeds the trip planning requirement by offering multimodal journey planning across all user touchpoints with real-time routing, dynamic cost and time estimates, and seamless booking or exit paths. This ensures users can confidently explore and select travel options tailored to their needs.
5.4 REQUEST TRIP (RIDE-HAILING)		

Requirement	Yes/No	Description
Trip request (ride-hailing) – via mobile application, web portal, call center – permits the user to request a trip for immediate or schedule a ride up to seven (7) days in advance. User requests a ride by responding to a series of prompts about their travel, the SaaS platform shall provide date, time, location of pick-up, date, time, location of drop-off, transfer connection information (if applicable), and associated cost of the complete trip (total fare).	Yes	Spare fully meets the requirement for enabling users to request and schedule trips through a mobile application, web portal, and call center interface. Here's how: Trip Request and Scheduling Interfaces Spare supports trip booking through the following platforms: • Mobile Application (Spare Rider App): Allows riders to request trips in real-time or schedule them up to seven days in advance. Users can set pickup/drop-off locations, specify time, and input special travel needs. The app displays estimated fares and ride details before confirmation • Web Portal (Spare Rider Web): Mirrors the mobile app's functionality for users without smartphones. Riders can register, plan, book, and pay for their trips online • Call Center: Riders may book trips via phone with reservationists who use a web-based portal to enter trip details and provide real-time updates on ETAs, vehicle types, and other relevant trip information Prompted Booking Experience Spare's platforms guide users through a step-by-step booking process: • Users respond to prompts to select pickup/drop-off points via address, place name, or map pin. • Optional fields include rider count by category (e.g., adult, child), special assistance needs, and accessible vehicle requirements. • The system stores frequently used locations and preferences to speed up future bookings Trip Information Display Upon booking, the Spare platform displays or sends the following:

Requirement	Yes/No	Description
		• Date and Time of the trip, pickup, and drop-off • Location details including geospatial accuracy with options to correct or confirm on map • Transfer connection information if part of a multimodal journey • Associated cost (fare estimate), including applied discounts or coupons Trip confirmation and reminder notifications are sent via SMS, email, or app notifications, showing all key ride details Spare's trip booking system is designed for inclusiveness. It allows scheduling flexibility, accommodates rider preferences, and supports comprehensive ride planning across mobile, web, and phone interfaces.
5.5 BOARDING		
Users will board the vehicle and the operator will use an in-vehicle tablet to confirm the user trip via an assigned unique code generated by the SaaS platform (or alternative method proposed by the Contractor that validly links a user to their trip request on the in-vehicle operator tablet), operator will acknowledge the valid trip on the tablet and allow the user to board or redirect the user to another vehicle if the trip code does not match.	Yes	Spare supports boarding verification using a unique code system through its Spare Driver app, which operates on in-vehicle tablets. Here's how the process works: Boarding with Unique Code Verification When a trip is booked, the Spare platform generates a unique trip code associated with the ride. Upon boarding: • The rider presents this code to the operator. • The operator inputs or scans the code into the Spare Driver app. • The system validates the trip by matching the code with scheduled pick-ups for the vehicle. Confirmation and Alternative Actions • If the code is valid, the operator receives a confirmation prompt on the tablet and proceeds

Requirement	Yes/No	Description
		with the boarding. • If the code does not match, the app notifies the operator, who can then redirect the rider to the correct vehicle based on real-time scheduling and fleet coordination. Alternative Methods As an alternative to code entry, Spare also supports: • Name-based confirmation via the driver tablet interface. • Photo ID matching where enabled. • Real-time trip manifest updates, allowing operators to verify passengers against a live list of expected riders with pickup times and locations. This verification flow ensures security, accurate ridership tracking, and a seamless boarding process that integrates directly with Spare's core dispatch and scheduling functionality
5.6 PAYMENT		
Users may board and pay their fare by mobile payment application provided by Contractor (consistent with DPTS fare policy). SaaS platform and vehicle equipment shall include on-board reader for app-based cashless payment.	Yes	Spare supports mobile fare payments through its integrated Spare Pay system, enabling cashless boarding that is consistent with agency fare policies. Here's how it addresses the requirement: Mobile Fare Payment Application • Spare Rider App includes fare payment capabilities, allowing users to pay for rides using stored value, time-based passes, or linked payment methods such as credit/debit cards. • The system supports in-app fare purchases, fare application to trips, and real-time validation of passes or promotions. On-Board Fare Validation Equipment

Requirement	Yes/No	Description
		- Spare enables fare validation using on-board tablets equipped with QR or barcode readers that scan the rider's mobile pass or code presented in the app. - Alternatively, operators can manually validate fare payment through the Spare Driver app by verifying the user's fare status linked to their trip upon boarding. Fare Policy Configuration - Agencies can configure fare rules to align with local policies, including: - Fare zones and distance-based pricing. - Discounts for specific rider categories (e.g., seniors, students). - Commuter subsidies or event-based promotions. This infrastructure ensures a seamless, cashless fare collection process and aligns with modern transit fare standards, while offering flexibility to accommodate various agency-specific fare structures
5.7 OPERATOR ACKNOWLEDGEMENT AND ASSIGNMENT		
Operators will acknowledge all assigned work via the tablet as completed contemporaneously to the event pick-up or drop-off. All trips shall be automatically assigned to a vehicle by the SaaS platform, and events shall be sequenced automatically by the SaaS platform using optimization algorithms. The SaaS platform on-board tablet shall present the operator with the next event (pickup or drop-off information, including transfer information - where, when, which route - if applicable) and provide directions	Yes	Spare's solution fully supports the operational workflow described, leveraging its Spare Driver app and real-time optimization capabilities. The system enables seamless interaction between vehicle operators and the platform through the following features: Automatic Trip Assignment and Sequencing - The Spare platform uses optimization algorithms to assign trips automatically to vehicles and sequence them based on route efficiency, rider time windows, and vehicle capacity. - Assignments are updated in real-

Requirement	Yes/No	Description
from event to event. The tablet shall facilitate communications between the operator and the dispatch function.		time based on new bookings, cancellations, or service disruptions. In-Vehicle Tablet Functionality (Spare Driver App) - Next Event Display: Operators are shown their next task (pickup or drop-off) with all pertinent details including: - Rider name and location - Scheduled time - Special instructions - Transfer information (if applicable) - indicating connecting route, time, and location. - Navigation Integration: Provides turn-by-turn directions between events to guide operators through their duties efficiently. - Real-Time Acknowledgment: Operators confirm completed pickups and drop-offs directly within the app, timestamping each event to ensure contemporaneous recording. Operator-Dispatcher Communication - The app includes built-in communication tools enabling operators to send and receive messages with dispatch in real-time. - It also supports alerts and updates regarding schedule changes or operational instructions, ensuring responsive coordination. These capabilities collectively provide operators with a streamlined, information-rich interface to manage their daily routes, enhancing service reliability and data accuracy across the Spare platform
5.8 DATA COLLECTION AND REPORTING		
The SaaS platform shall collect real-	Yes	Spare fully satisfies the requirement for real-time

Requirement	Yes/No	Description
time data on trip requests, pick-up, drop-off, missed trips, cancelled trips, revenue miles, and revenue hours associated with each manifest event, as well as the total accumulation each day sufficient to fulfill National Transit Database (NTD) reporting requirements. It shall also automatically gather data linked to each rider to track service completion, performance, and service quality. Data collection and reporting shall be consistent with compliance with all FTA, NTD, IDOT, and DPTS reporting requirements.		data collection and reporting that is aligned with FTA, NTD, IDOT, and DPTS standards. The Spare platform ensures comprehensive, compliant data management through the following capabilities: Real-Time Data Collection - Spare's centralized architecture captures all trip lifecycle events—including trip requests, pickups, drop-offs, missed, and cancelled trips—in real time. - Each manifest event is time-stamped and linked to vehicle and operator data for accurate tracking. - Revenue miles and revenue hours are calculated for each trip based on actual service delivery data, facilitating precision in reporting. NTD Reporting Compliance - Spare includes pre-configured reporting tools within Spare Analyze, specifically tailored to generate NTD-compliant reports, including: - NTD Service Report: capturing metrics like completed trips, cancellations, no-shows, and boarding counts. - NTD Fleet Report: detailing vehicle miles, revenue service hours, and passenger miles. - These reports are downloadable in standardized formats (CSV/XLSX), with configurable date ranges and service filters. Linked Rider Performance Metrics - The system tracks each rider's service history, including completion rates, on-time pickups, accessibility accommodations, and no-show behavior. - Data is centralized per user

Requirement	Yes/No	Description
		profile, enabling granular service quality and performance monitoring. Regulatory Compliance - Spare's analytics and reporting framework is explicitly aligned with requirements set by: - FTA (Federal Transit Administration) - NTD (National Transit Database) - IDOT (Illinois Department of Transportation) - DPTS (Department of Public Transportation Services) These functionalities make Spare an ideal platform for ensuring rigorous operational oversight, compliance, and continuous improvement in transit service delivery.
5.9 SYSTEM ADMINISTRATION AND OPTIMIZATION		
The SaaS platform shall permit the system administrator to set and modify scheduling parameters to optimize service performance and service quality - factors such as time on board, productivity (boardings per revenue-hour, grouping trips), travel time, service costs, costs per passengers served, time between trip request and vehicle arrival, time between requested drop-off and actual drop-off, and colocation of riders at pop-up or virtual stops. The SaaS platform shall permit the system administrator to set and modify the boundaries of any microtransit service area, including identifying sub-area zones and zones where pick-ups and/or drop-offs are not permitted or not permitted during	Yes	Spare's software platform is capable of meeting all outlined requirements through a highly configurable platform that empowers system administrators to tailor service parameters, service zones, and multimodal integration strategies to optimize transit operations. Scheduling Parameter Configuration Spare's administrative tools allow configuration of the following operational metrics to enhance service performance and quality: - Time-on-board limits, productivity metrics (e.g., boardings per revenue hour), and grouping rules to optimize pooling. - Travel time thresholds, cost tracking per passenger, and service cost control features. - Real-time performance monitoring such as average time from request to arrival, scheduled vs. actual drop-off, and other timeliness

Requirement	Yes/No	Description
specified days and times. In addition, the SaaS platform shall facilitate pick-up and drop-off connections to/from fixed routes in the service area for trip planning purposes and to facilitate efficient and convenient rider trip chaining for travel that includes transfers between vehicles and modes. The SaaS platform shall permit other service models to be defined (in addition to those defined in Section 3) such as first-mile and lastmile connections to fixed route mobility hubs, microtransit services targeting specified populations and destinations (for example connecting a neighborhood to nearby shopping, commercial activity centers, health or government services, or educational facilities), and concepts that facilitate grouped regional travel (such as enhanced van pools serving large employment, educational, and healthcare centers).		indicators. • Customizable co-location rules for virtual stops and pop-up hubs, enabling efficient rider consolidation and dynamic zone-based pickup/drop-off points. Dynamic Service Zone Management • Spare allows the definition and ongoing modification of microtransit service boundaries, including: • Sub-area delineation • Restricted zones where pickups or drop-offs may be disallowed or time-constrained (e.g., school zones, rush hours). • These settings are editable in real-time via the Spare Launch interface, with immediate propagation to all platform components. Multimodal Integration & Trip Chaining • The platform supports integration with fixed-route transit to: • Enable first-mile/last-mile planning to/from mobility hubs. • Suggest connection points during the trip booking process using scheduled transit data. • Automatically align microtransit and fixed-route services for chained trips, offering complete journey planning within a single platform interface. Support for Multiple Service Models • Spare supports the creation and management of diverse service models, including: • First-mile/last-mile shuttles to transit hubs. • Targeted microtransit to commercial zones, healthcare, education, or public services. • Grouped or regional travel solutions, such as advanced vanpooling models for high-volume corridors or employment clusters.

Requirement	Yes/No	Description
		Each service model is backed by separate fare rules, eligibility settings, and vehicle assignment logic, ensuring granular control across deployments. Spare's robust configurability and planning tools ensure that agencies can dynamically adapt service delivery to meet changing needs and policy objectives.
5.10 MOBILITY SOLUTIONS OPTIMIZATION		
The SaaS platform shall optimize mobility solutions throughout the operating day. It will prioritize the assignment of a requested ride to a fixed route if the trip can be made (origin to destination) by fixed route within specified time constraints based on a fixed route travel time compared to the travel time of the trip if served curb-to-curb within the microtransit zone (including wait times). The fixed route travel time should be no more than two (2.0) times the travel time by microtransit if the travel time by microtransit is less than 10 minutes. The fixed route travel time shall be equal to one and a half (1.5) times the travel by microtransit if the travel time by microtransit is greater than 10 minutes.	Yes	Spare meets this requirement through intelligent service optimization that incorporates fixed-route prioritization based on configurable time-based thresholds. The platform's routing and assignment algorithms dynamically balance fixed-route and microtransit options throughout the day, adhering to the specified constraints. Dynamic Mode Prioritization Spare's routing engine supports configurable prioritization rules for assigning trips: - When a rider requests a trip, Spare evaluates both microtransit and fixed-route options. - The platform uses real-time and scheduled GTFS data to compute travel times and assess: - Total fixed-route time (including walking and transfers) - Estimated curb-to-curb microtransit time - Wait times and traffic conditions Configurable Threshold Logic Spare can be configured to enforce the specific time-based thresholds: - If microtransit travel time < 10 minutes, fixed-route is offered only if it is ≤ 2.0x microtransit time.

Requirement	Yes/No	Description
		- If microtransit travel time > 10 minutes, fixed-route is offered only if it is $\leq 1.5x$ microtransit time. These thresholds are implemented as part of Spare's trip recommendation logic, which dynamically evaluates the optimal mode and returns the best routing option during the booking process. Multimodal Booking Interface - Riders are presented with both fixed-route and microtransit options in the Spare Rider app or web portal. - The system highlights time and cost differences to inform the rider's choice. - If a fixed-route is selected, Spare guides the user with walking directions, transfer information, and expected arrival times. Service Efficiency and Network Optimization By enforcing these rules, Spare ensures: - Optimal use of existing fixed-route infrastructure. - Reduced microtransit vehicle load where fixed-route service suffices. - Enhanced efficiency in high-demand areas by offloading eligible trips. Spare's advanced optimization capabilities ensure continuous evaluation and application of these criteria, delivering a cost-effective, rider-centric, and performance-driven mobility ecosystem.
5.11 REAL-TIME INFORMATION AND PREDICTIVE LEARNING		
The SaaS platform shall maintain real-time service information and vehicle location information and make this generally available to the public via the	Yes	Through its integrated mobile and web platforms, Spare's comprehensive platform offers a robust, real-time information system for public access and personalized rider

Requirement	Yes/No	Description
SaaS platform app and web portal. The SaaS platform shall provide registered riders with personalized account and service information, vehicle location, trip request confirmation, trip status, trip fare, payment confirmation, connecting time, location, and transfer information. The SaaS platform shall optimize the assignment of the riders to a vehicle and optimize the sequence of rider pickups and drop offs.		experiences. Real-Time Service and Vehicle Location Availability • The Spare Rider app and web portal provide live updates on vehicle locations and service availability to the public. • Real-time mapping features allow users to view active vehicles, estimated arrival times, and route progress. • Service disruptions or alerts are broadcast through the platform using push notifications, SMS, or email to ensure transparency and reliability. Personalized Rider Experience for Registered Users For logged-in users, Spare offers a comprehensive trip and account management interface: • Trip Confirmation: Immediate acknowledgment with pickup/drop-off details, estimated arrival times, and fare estimate. • Trip Status Updates: Live updates throughout the ride lifecycle—when the vehicle is en route, arriving, and ride in progress. • Vehicle Tracking: Real-time location of the assigned vehicle, including operator and vehicle information where applicable. • Fare and Payment Confirmation: Display of paid amount or pass application, with digital receipts stored in the user's trip history. • Connection & Transfer Info: If applicable, users receive clear guidance on transfer times, walking directions, and the next service leg. • Account Management: Users can manage payment methods, view past rides, apply fare discounts, and manage accessibility needs. Automated Rider Assignment and Trip

Requirement	Yes/No	Description
		Sequencing • Spare’s backend optimization engine assigns riders to vehicles based on location, time constraints, and service rules. • Trips are sequenced using dynamic, real-time data to minimize detours and balance efficiency with rider experience. • The platform continuously recalculates optimal routing in response to real-time events like cancellations, traffic, or late riders. Spare’s real-time and rider-centric design ensures high-quality service delivery and efficient mobility network management across all supported service models.
The SaaS platform shall apply predictive learning to generate information about demand and capacity requirements (number of vehicles and when and where service is required) to yield more precise service demand information and cost-effective service supply information to facilitate predictable operations information to better know when, where, and how much service is needed.	Yes	Spare provides a powerful demand forecasting tool integrated within its Spare Analytics suite, which leverages predictive analytics and machine learning to optimize service planning and delivery. The forecasting tool processes large volumes of historical trip data, real-time service usage, and contextual variables such as time of day, location, and local events. It identifies recurring patterns and anomalies to predict where and when ride requests are likely to occur. These predictions inform real-time operational decisions and long-term service planning, with continuously improving accuracy through machine learning. Administrators can access these insights through visual dashboards and interactive heatmaps in Spare Analytics. The tool provides forecasts of expected trip volumes, vehicle demand, and performance metrics like wait times and passengers per vehicle hour. Users can simulate different operational scenarios—

Requirement	Yes/No	Description
		such as adjusting service zones, changing fleet size, or modifying service hours—to evaluate potential impacts on demand and cost-efficiency. This predictive capability enables agencies to better understand and anticipate service needs, ensuring vehicles and resources are deployed where they are most needed. The result is more responsive, scalable, and cost-effective transit operations aligned with actual demand trends.
The SaaS platform shall support service planning and operations intelligence by analyzing operating history to predict the diurnal travel times and travel patterns for each microtransit zone so that service demand and service supply can be cost-effectively matched with minimal adverse impact to service quality during peak periods and low demand periods.	Yes	Spare supports service planning and operations intelligence by analyzing historical operating data to predict diurnal travel patterns within each microtransit zone. The platform uses past trip data to model typical travel times and rider behaviors across different times of day and days of the week. These insights allow Spare to identify peak and off-peak trends, such as areas of high demand during morning commutes or reduced activity in late evenings. Using this analysis, Spare enables system administrators to align vehicle deployment and operator scheduling with expected demand levels. During peak periods, the platform suggests increasing supply to maintain service quality, while off-peak recommendations help reduce costs without compromising access. These capabilities are accessed through Spare Analyze, where agencies can review visual trend reports, heatmaps, and predictive metrics. This intelligence ensures that service remains responsive and efficient, with optimized resource use tailored to the unique temporal demand patterns of each service zone.

Requirement	Yes/No	Description
9.1 SCOPE OF WORK		
1. The city intends to launch a microtransit service using a cloud-based SaaS platform that supports scheduled and immediate ride service requests for a range of mobility service delivery options.	Yes	Spare fully supports the launch of microtransit services via a cloud-based SaaS platform that accommodates scheduled and immediate ride requests. Riders can book trips in real time or advance (up to seven days) through Spare's mobile apps, web portal, or call center interface. The platform supports multiple service delivery models including curb-to-curb, fixed-stop, zone-based microtransit, and first-mile/last-mile services. It can also be configured to serve targeted populations or support regional trip chaining across different modes. Spare has a proven track record with hundreds of successful service implementations across North America and globally, serving more than 14 million riders. This extensive experience ensures the platform is highly scalable and adaptable to diverse operational and community needs.
2. The city intends to provide the following mobility service delivery strategies that shall be supported by the SaaS platform. a. General public curb-to-curb microtransit service for all (applies equally to general public ambulatory and ADA eligible persons) and included curb-to-curb solutions within a defined zone, including connections to/from defined mobility hubs. Services shall be ADA compliant per FTA guidelines associated with general public dial-a-ride service and other related requirements. b. The SaaS functionality should	Yes	Spare's software is purpose built to support the mobility service delivery strategies outlined by the city, offering flexible, ADA-compliant transit solutions through its cloud-based SaaS platform. General Public Curb-to-Curb Microtransit: Spare supports zone-based, curb-to-curb microtransit service for the public, including both ambulatory and ADA-eligible riders. The platform enables dynamic routing within defined service zones and facilitates connections to and from designated mobility hubs. All services are fully ADA compliant, aligning with FTA guidelines for general public dial-a-ride operations, including accessible vehicle assignment and rider accommodations.

Requirement	Yes/No	Description
support the ability to, during times of demand peaking to consolidate pick-up and drop-off locations using pop-up or virtual stops, this service model may be applied more generally if determined to be more efficient, effective, and easily comprehended by the public. c. First and last mile connections to DPTS transit services. d. All trip modes will require ADA-compliant vehicles and an ADA-compliant ride request process.		Pop-Up or Virtual Stops During Peak Demand: Spare's platform allows for the configuration of dynamic pickup and drop-off points, including pop-up or virtual stops. This feature can be used to streamline service during periods of high demand or as a general strategy to improve efficiency, reduce vehicle detours, and simplify service use for riders. First and Last Mile Connections: The platform supports integration with DPTS and other fixed-route transit services, enabling seamless first and last mile connections. Spare's trip planning engine can suggest fixed-route options or multimodal itineraries when appropriate, improving network connectivity and rider convenience. ADA Compliance Across All Trip Modes: Spare ensures that every ride request process and vehicle assignment is ADA compliant. Riders can specify accessibility needs during booking, and the platform matches them with appropriately equipped vehicles. The system supports comprehensive rider profiles, accessibility preferences, and ensures eligibility-based accommodations are met without compromising service quality.
3. The Contractor shall provide/furnish the following functions: a. Operators and operations supervisors b. Vehicles for one-year and associated costs c. Customer service/call center/administrative support d. System administrators and system	Yes	<i>Please see sections 2. a. through 2. f. of this proposal.</i>

Requirement	Yes/No	Description
support e. Dispatch and reporting support f. ADA compliant customer instructions		
4. The Contractor shall provide easy online access to all training materials in Microsoft Office and Adobe PDF formats.	Yes	Spare provides comprehensive training resources accessible online, including downloadable help documents, training guides, syllabi, and recorded sessions. These are available in formats compatible with Microsoft Office and as PDFs. Materials are centralized in Spare's system knowledge base, ensuring partners can easily access and distribute training content post-launch.
5. The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants for use during the training course.	Yes	Spare provides comprehensive training support, including digital tools, customizable training plans, syllabi, user guides, training videos, and in-app help resources. These resources are role-specific (e.g., dispatchers, operators, system admins) and made available during the implementation phase. While Spare does not provide physical tools or hardware, all software-based aids required for training are included and delivered through online platforms or on-site sessions
6. The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.	Yes	Spare complies with this requirement. All training is delivered by experienced Spare personnel, including Partner Launch Managers and subject matter experts who are deeply familiar with the platform and its training materials. These instructors lead structured sessions, both virtual and on-site, using customized syllabi and real-world scenarios to ensure participants gain practical, applicable skills. Instructors are selected based on their expertise in microtransit and paratransit systems and their ability to clearly communicate complex concepts to a range of users.

Requirement	Yes/No	Description
7. The SaaS platform shall provide a ride request with trip planner that, based on customer input, will choose the best recommended mode of transport and options. a. The trip planning function shall provide a preview of the solution, fixed route, point-to-to-point, or a combination connection to/from fixed route, and the cost to the customer for each option. b. Solutions shall include options configurable by the end user based on their preferences i. Date of travel ii. Departure or Arrival Time iii. One-Way or Round Trip iv. Mobility device requirement (wheelchair, scooter, etc.) v. ADA accommodation requirements (personal care assistance, service animal, etc.) vi. User shall be able to Save Trip as a favorite c. Trip planner shall enable points of interest (POI) by short name or abbreviations and will utilize preemptive completion to expedite and shorten the customer input time and complexity. d. Trip planner shall follow business rules defined by DPTS and based on the SaaS platform user settings by mode (geofenced service area boundaries, service span, operating days, operating rules, share-ride priorities, time-on-board limitations, arrive wait time limitations, etc.)	Yes	Spare's platform fully complies with the trip planning and ride request functionality as outlined in the requirement. Here's a detailed breakdown of how the platform meets each component: Trip Request & Planning Core Functionality Spare's Rider App and Rider Web interfaces provide an intuitive, WCAG-compliant ride request system integrated with a dynamic trip planner. This tool uses customer inputs to suggest the most suitable transport mode—whether that's on-demand, fixed-route, or a combination—based on agency-defined configurations and service parameters. a. Trip Previews and Cost Estimates The trip planner generates a real-time preview of available transport solutions, including: • Fixed-route options, if integrated via GTFS. • On-demand rides, including point-to-point or virtual stops. • Hybrid solutions, where a customer is first taken via microtransit to a fixed-route stop. • When fare logic is configured, estimated cost to the rider is displayed for each solution. This supports both flat fares and zone/distance-based pricing structures. b. Rider-Configurable Preferences Riders can customize their trip searches using several filters and preferences: • Date of Travel: Select future or same-day bookings. • Departure or Arrival Time: Riders can choose between leaving at a certain time or arriving by a set time. • Trip Type: Choose between One-Way or Round Trip options. • Mobility Device Requirements: Riders can

Requirement	Yes/No	Description
		indicate if they require accommodation for wheelchairs, scooters, etc. This filters only compatible vehicles. • ADA Accommodation Needs: Options include service animals, personal care attendants, or door-to-door service—ensuring riders with specific accessibility needs are matched with appropriate vehicles. • Save as Favorite: Riders can save commonly used trips (including addresses and preferences) for quick future booking. These settings personalize the user experience and ensure all operational and accessibility constraints are respected. c. POI and Predictive Input The platform includes a smart search bar that recognizes: • Short names and common abbreviations for points of interest (POIs). • Predictive, autocomplete suggestions to reduce typing burden and guide riders toward valid addresses or saved locations. This feature significantly improves usability for all riders, especially those with accessibility needs or using mobile devices. d. Business Rules Compliance The trip planner strictly follows all service parameters defined by the agency, which Spare configures at implementation: • Geofenced service areas • Service spans (hours of operation, days of week) • Operating rules and eligibility (e.g., paratransit vs. microtransit zones) • Shared ride optimization and priority logic • Onboard time limitations (e.g., maximum time a rider can remain onboard)

Requirement	Yes/No	Description
		Arrival wait times, ensuring compliance with ADA regulations and service standards All business rules are configurable via the Spare Launch and Operations tools, giving agencies granular control over service delivery while ensuring consistency and compliance. Spare offers a modern, highly configurable trip planning solution built directly into its rider-facing tools. It provides a comprehensive, ADA-compliant experience that respects agency rules while giving riders flexibility and clarity in booking the best available ride.
8. The proposed SaaS platform shall be incorporated directly into the city website, available through a unique URL branded according to DPTS guidelines, and via a city-branded mobile app. a. The website address for DPTS will be determined b. All major browsers are required for compatibility (Microsoft Edge, Chrome, Safari) c. All major mobile phone operating systems are required for mobile phone app compatibility (Android, iPhone iOS, etc.).	Yes	Spare fully complies with this requirement. The SaaS platform can be seamlessly incorporated into a city or agency's website using a custom-branded URL, and the user interface is fully white-labeled to match DPTS branding guidelines. a. URL Customization: Spare supports the use of a dedicated subdomain or unique URL that is determined by the city or transit agency. This URL can direct to the Rider Web interface, allowing passengers to book trips online via a city-branded experience. b. Browser Compatibility: The web-based interface is tested and fully compatible with all major browsers, including Microsoft Edge, Google Chrome, and Safari, ensuring accessibility across different devices and user preferences. c. Mobile App Compatibility: Spare provides a white-labeled version of the Spare Rider mobile app for both iOS (Apple) and Android platforms. This app is published under the city's or

Requirement	Yes/No	Description
		agency's branding in the respective app stores, delivering a consistent and professional public interface. Together, this ensures the platform can be accessed flexibly through both desktop and mobile environments, with full branding alignment and cross-device usability.
9. The SaaS platform shall support immediate (real-time) ride requests as well as advance bookings up to seven (7) days in the future.	Yes	Spare's software is flexible and highly configurable. The platform supports both real-time (on-demand) ride requests and advance bookings, with the advance booking window configurable by the agency. By default, riders can: • Request a ride instantly, with the platform matching them to the nearest available vehicle. • Schedule trips up to 7 days in advance, or another timeframe specified by the agency, through the Rider App, Rider Web, or call center interface. This flexibility allows agencies to accommodate spontaneous travel needs and pre-scheduled trips, especially critical for ADA paratransit services and subscription riders. The system also ensures proper vehicle matching, service eligibility validation, and booking prioritization for all trips.

Requirement	Yes/No	Description
10. The SaaS platform shall capture and report information for no-show ride execution for each customer and occurrence.	Yes	The Spare platform includes built-in functionality to track and document no-shows for every scheduled ride. When a rider is not present for pickup, the operator can mark the trip as a no-show in real time using the Spare Driver App. This record is immediately logged with all relevant trip details—such as the rider’s ID, timestamp, vehicle, and location—and is stored in the system for reporting and analysis. Dispatchers and administrators can view and export no-show data through Spare Analyze, allowing for detailed trend analysis by rider or trip. This data supports service planning and helps agencies apply policy-based actions such as automated notifications or account flags after repeated no-shows.
11. The SaaS platform shall support the ability to handle and enable the operator to process a ‘walk-up’ rider and provide transportation. Note: this is not a service model DPTS intends to support as a policy but would like the capability to process “walk-ups” by exception.	Yes	Spare's software system is designed with the flexibility to accommodate exceptional cases such as “walk-up” riders. Through the Spare Driver App, operators have the ability to manually add a rider on the spot by initiating a trip directly from the vehicle interface. This allows the operator to capture the trip details—origin, destination, rider type, and any accessibility needs—without prior booking. This feature ensures that agencies can respond to real-world exceptions where a ride must be provided outside of normal workflows. These trips are fully integrated into the operational and reporting systems, maintaining consistency and traceability even for non-standard use cases.

Requirement	Yes/No	Description
12. The SaaS platform shall support fare calculation in its multi-modal trip planning capabilities.	Yes	Fare calculation is fully integrated into the multi-modal trip planning features of the platform. When a rider enters a trip request, the system evaluates all available service options—on-demand, fixed-route, or hybrid—and automatically applies the appropriate fare rules configured by the agency. Fare structures can be flat, zone-based, distance-based, or time-based, and can differ by service type or rider category. The cost for each option is displayed during trip planning, allowing riders to make informed choices. This functionality ensures consistency across modes and provides accurate, real-time fare visibility at the point of booking.
13. The SaaS platform shall have the capability to integrate fixed route service, taxis, and TNC services available in the service area.	Yes	Spare's platform is built to support full integration with a range of transportation modes, including fixed-route transit, taxi providers, and Transportation Network Companies (TNCs). Fixed-route data is ingested via GTFS, allowing the trip planner to include these services as part of multi-modal recommendations. For non-dedicated providers like taxis and TNCs, Spare's Open Fleets feature enables real-time trip brokering across multiple fleets. Agencies can configure rules to automatically assign trips to these external providers based on cost, distance, availability, or rider eligibility. This ensures a seamless rider experience across public and private service options within the same system.

Requirement	Yes/No	Description
14. The SaaS platform shall accommodate all ADA rules and regulations for trip options, including microtransit services operated under a real-time general-public dial-a-ride model.	Yes	The system is designed from the ground up to support full compliance with ADA regulations across all service models, including real-time general-public dial-a-ride and microtransit. It ensures that eligible riders can book within the required +/- one-hour pickup window, that services remain available within the designated ¾-mile corridors of fixed-route services (when applicable), and that accessible vehicles are assigned when mobility device requirements are indicated. Additionally, the platform includes rider profile management for capturing ADA-related accommodations—such as personal care attendants, service animals, or door-to-door service—and ensures these are respected in trip matching, vehicle assignments, and dispatching logic.
15. The SaaS platform Mobile Application shall support screen reading capabilities and high contrast capabilities to comply with ADA requirements.	Yes	The mobile app supports full accessibility standards, including compatibility with screen readers and high contrast display settings. It is designed to work seamlessly with built-in accessibility features on both Android and iOS devices, such as VoiceOver and TalkBack, enabling visually impaired users to navigate the app independently. The interface uses clear, structured layouts and supports adjustable font sizes and contrast settings, ensuring readability for users with low vision or other visual impairments. This makes the app fully compliant with WCAG guidelines and ADA digital accessibility requirements.

Requirement	Yes/No	Description
16. The SaaS platform shall encourage (value) shared-ride solutions to maximize ride delivery efficiency for DPTS.	Yes	Spare's platform can be configured easily to prioritize shared-ride optimization through intelligent scheduling algorithms that automatically group riders traveling in similar directions or time windows. This is achieved without compromising individual rider requirements, including ADA accommodations or time-on-board limits. By continuously analyzing real-time demand and vehicle availability, the system dynamically adjusts routes to maximize vehicle occupancy and minimize operational costs. Agencies can fine-tune the platform's ride-pooling preferences based on their policy goals, ensuring that efficiency gains align with service quality expectations.
9.2 RIDE DELIVERY TECHNOLOGY		
1. Operator in-vehicle equipment shall be cloud-based technology that does not require customization or proprietary technology. All equipment necessary to provide access to the SaaS platform shall be installed in all vehicles designated for the microtransit service. This should include all wiring, mounting equipment and electronics.	Yes	The platform operates entirely on standard, cloud-based infrastructure and does not require proprietary or customized hardware. Operators access the system through the Spare Driver App, which is compatible with commercially available Android and iOS tablets.
2. In-vehicle technology (hardware and software) shall be supported for the period of the contract with replacements and upgrades provided as SaaS platform is upgraded and the system requires. Replacement technology shall involve a direct installation replacement without required customization.	Yes	The platform's software updates are deployed automatically through the cloud, ensuring that in-vehicle devices running the Spare Driver App always receive the latest features and security enhancements without requiring user intervention or hardware customization. As long as standard Android or iOS tablets are used, any hardware replacements during the contract term are plug-and-play—new devices can be installed with minimal setup using the

Requirement	Yes/No	Description
		same app and configuration. Spare provides ongoing compatibility support for system upgrades, ensuring that hardware transitions do not require special development or system changes.
3. The in-vehicle technology shall enable the operator to have ready and safe access to the following operational information/functions: a. Current trip activity (time and location of pick-up or drop-off, customer name or trip event ID, connecting information if applicable – bus route, transfer location, and time b. Trip execution and confirmation by trip event ID c. Mark the trip event ID as no-show d. Turn-by-turn directions e. Fare calculation and payment confirmation f. Walk-up trip booking (for exceptions)	Yes	The in-vehicle technology, delivered via the Spare Driver App, provides operators with all essential operational tools in a user-friendly and safety-focused interface. Key capabilities include: a. Current trip activity: Operators can view all assigned trips with details such as pickup/drop-off times and locations, rider name or trip ID, and any associated transfer details (e.g., connecting bus route or stop). b. Trip execution and confirmation: Each trip is tracked by a unique event ID, which the operator confirms upon pickup and drop-off, ensuring accurate trip logging. c. No-show reporting: Operators can easily mark a rider as a no-show with a single tap, which logs the event in real time for reporting and policy tracking. d. Turn-by-turn navigation: The app includes integrated navigation, delivering real-time, GPS-based directions to each trip location. e. Fare management: The system supports fare confirmation, including visual display of fare details and integration with cash, credit card, or contactless payment methods when configured. f. Walk-up bookings: Operators can add

Requirement	Yes/No	Description
		unscheduled riders manually through the app in exceptional cases, capturing key trip data and syncing it to the central system instantly. All these functions are designed for safe in-vehicle use, with streamlined workflows and optional voice guidance to minimize operator distraction.
4. The SaaS platform shall enable the vehicle operator to pause or take a break/personal relief for a duration of time, which will be transparently shown to the dispatcher or administrative function of the platform.	Yes	The platform includes built-in functionality for managing operator breaks through the Spare Driver App. Operators can pause their duties to take a break or personal relief, with the system capturing the duration and status of the break in real time. This information is displayed within the Spare Operations dashboard, allowing dispatchers and supervisors to monitor current operator activity, adjust scheduling as needed, and maintain service visibility. Breaks are logged for operational reporting and can be configured according to agency policies, ensuring transparency and alignment with workforce management standards.
5. The SaaS platform will permit an option for the customer to pay the fare with cash and with valid DPTS passes, fare media, mobile payment options, and allow the operator to acknowledge each payment option within the vehicle technology. For fare media electronically read by the technology installed on the vehicle by the Contractor, no acknowledgement action would be required by the operator. Note, a cash alternative is desirable to allow low-income and unbanked persons to access services and for the Contractor and City to	Yes	The platform supports multiple fare payment options to ensure flexibility and accessibility for all rider types, including unbanked and low-income individuals. Through the Spare Driver App, operators can acknowledge payments made via: • Cash, with visual confirmation recorded in the system. • DPTS-issued passes or fare media, which can be manually verified or integrated with electronic validation systems. • Mobile payments, such as credit cards or digital wallets (Apple Pay, Google Pay), processed through the Spare Rider App or via Spare Pay IVR for phone bookings.

Requirement	Yes/No	Description
minimize risks associated with cash on board.		When electronic fare readers are installed in vehicles by the contractor or agency, these devices can validate fare media without requiring operator interaction. This setup reduces onboard cash handling, improving safety and simplifying fare enforcement while maintaining inclusivity for riders with limited banking access.

9.3 ADMINISTRATIVE FUNCTIONALITY

1. Ability to geofence service area boundaries for operating zones. a. Zones shall be configurable by DPTS using the SaaS platform and by importing zones from Google Earth and other applications that may be/become compatible. b. The SaaS platform shall allow zones to be created within zones and for zones to overlap. c. The SaaS platform shall permit map imports from GIS sources and via GPS coordinates. d. Zones will limit and be integrated with the trip planning functionality for development of the planned trip result set.	Yes	The system includes robust geofencing capabilities that allow precise definition and control of service zones. Agencies like DPTS can manage these zones directly through the platform using intuitive mapping tools or by importing external files. a. Zone configurability: Boundaries can be created or edited by DPTS within the platform and support importing shapefiles from tools like Google Earth or other GIS-compatible applications. b. Nested and overlapping zones: The platform allows for advanced configurations such as creating zones within zones (e.g., priority service areas) and overlapping service boundaries, supporting complex service designs. c. Import flexibility: Geofences can be set up using GPS coordinates or imported directly from GIS data sources, enabling precise alignment with existing planning tools. d. Trip planning integration: These geofenced zones are fully integrated with the trip planner, restricting trip eligibility and routing suggestions
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Requirement	Yes/No	Description
		to within allowed service areas, ensuring operational compliance and rider clarity.
2. The SaaS platform shall enable hours of operation by zone and service. a) Operation hours (service span) shall be limited per zone. b) Operations hours (service span) shall be limited by service type (mode).	Yes	The platform supports detailed configuration of service hours by zone and service type, giving agencies full control over when and where services are available. a) Zone-specific service spans: DPTS can define different hours of operation for each geofenced zone. For example, one zone can offer service from 6 AM to 10 PM, while another may only operate during peak hours. These rules are enforced in real time, affecting both booking availability and trip planning. b) Mode-specific service spans: Operational hours can also be set based on the type of service (e.g., microtransit, paratransit, fixed-route connection). This ensures that only eligible modes appear in the trip planner and dispatch systems based on the time and location of the request. These controls help tailor service delivery to local needs and resource availability.

Requirement	Yes/No	Description
3. SaaS platform shall be capable of enabling user driven data exports and reports. a) Reporting delivery shall enable wizard driven reporting. b) Reports shall allow the user to set up standard reports. c) Report generation shall allow user to set automated report generation (daily, weekly, monthly, etc.).	Yes	The platform includes a powerful reporting engine that supports user-driven data exports and custom reporting workflows. a) Wizard-driven reporting: Users can generate reports using guided steps that walk them through selecting data fields, filters, and output formats—no technical expertise required. b) Customizable standard reports: Users have the ability to create and save standard report templates for recurring use. These templates can include operational metrics, rider behavior, no-shows, fare transactions, and more. c) Automated report scheduling: Reports can be scheduled to run automatically on a daily, weekly, or monthly basis, with outputs delivered via email or downloadable from the platform. This automation reduces manual work while ensuring consistent visibility into performance metrics.
4. The city shall own their operating and use data and have access to data via online user account. Data shall be available for export and for integration with other data reporting tools (Excel, GIS, etc.).	Yes	The system is designed to ensure full data ownership and access for the city. All operational and usage data—such as trip logs, vehicle activity, rider profiles, and service performance—remains the property of the city and is accessible through a secure online admin portal. Data can be exported in common formats (CSV, Excel) for use in third-party tools like Excel or GIS systems. Additionally, Spare supports open APIs and optional Direct SQL access for advanced integrations with business intelligence platforms or custom analytics environments, giving the city complete control and flexibility over how its data is used and analyzed.

Requirement	Yes/No	Description
5. Ride hailing for persons without a smartphone/mobile device/web access shall be facilitated through a call to the call center where the trip can be booked by a CSR for the customer. A virtual off-site option should also be included as an option if the call center is not available. This process shall be structured to mitigate potential ADA and Title VI compliance issues.	Yes	The platform fully supports ride booking for customers without access to smartphones or the internet through a dedicated call center interface. Customer service representatives (CSRs) can book, modify, or cancel trips on behalf of riders using the admin panel, which mirrors the functionality of the Rider App and includes key accessibility options. If the primary call center is unavailable, agencies have the option to enable virtual off-site booking, allowing authorized remote staff or partner organizations (e.g., care homes, mobility coordinators) to book rides through Spare Concierge, a secure, web-based booking interface. This process is built to ensure equitable access and aligns with ADA and Title VI compliance by offering consistent service regardless of a rider's digital access or mobility status. All trip parameters, eligibility, and service accommodations are preserved during phone-based bookings.
6. The SaaS platform shall be able to generate a per vehicle fare revenue daily report. a) The report shall be used to show fare revenue by vehicle and by fare type (cash, pass, mobile pay, etc.) b) The report shall be used by customers to see daily fare payments and see account balance for those registered for account-based payment.	Yes	The platform includes daily fare reporting tools that can generate detailed breakdowns of fare revenue by vehicle and payment type. a) Per-vehicle fare revenue reporting: Agencies can produce daily reports that show the total fare collected by each vehicle, with line items categorized by payment method, such as cash, transit pass, mobile payment, or account-based fare. b) Rider account visibility: For customers using account-based payments, the system tracks each transaction and displays fare deductions in their rider profile. Riders can view their daily fare

Requirement	Yes/No	Description
		activity and current balance through the Rider App or Rider Web, ensuring full transparency and control over their fare usage.
7. Role-Based permissions shall be enabled to achieve job function and system security.	Yes	Role-based permissions are built into the platform, allowing system administrators to define access levels based on user roles. This ensures that each user, whether a operator, dispatcher, customer service representative, or system admin, can only access the tools and data relevant to their job function. Permissions can be customized to control visibility and actions across all areas of the system, including booking, dispatch, reporting, rider data, and configuration settings. This structure enhances system security, supports accountability, and helps agencies align system access with operational roles and compliance requirements.
8. Contractor shall provide a database schema and the data available to the city through the cloud-based SaaS platform with their submitted proposal.	Yes	On the storage level, we logically segregate every piece of data based on tenant Id and user Id. Every API call included has the knowledge of tenant Id and user Id and this data is used by the application layer to prevent unauthorized access. <u>You can see a diagram visualizing how this works at a high level in Section 6 - Database Architecture of our proposal.</u> This is very similar to many modern internet-based applications used for government technology, including Salesforce and Microsoft Teams. Spare has successfully undergone rigorous security reviews from large transit agencies, including Dallas Area Rapid Transit and CapMetro, who have confirmed that our multi-tenant system architecture meets their information security policies. Spare Analytics is included as part of the Spare Platform and provides the City with real-time,

Requirement	Yes/No	Description
		cloud-based access to key operational data through an intuitive dashboard and exportable reports. The platform enables performance monitoring, fleet tracking, and service optimization using metrics such as on-time performance and trip efficiency. <u>A detailed breakdown of all data available to the City is included in the sections immediately following this section.</u>
9. The cloud-based SaaS platform shall track vehicle capacity and live loading and use this information to determine vehicle assignment for each trip request to avoid overcrowding. This information shall be analyzed and reported in real-time to project need for additional capacity. On a monthly basis, the system will report actual and projected demand peaking and capacity requirements by time of day, day of week, and origin-destination pairs.	Yes	Spare continuously monitors and manages vehicle capacity in real time, using live trip data and rider assignments to inform trip-matching decisions and prevent overcrowding. During trip requests, the system considers current vehicle load, passenger limits, and accessibility needs before assigning a vehicle. This ensures optimal vehicle utilization without exceeding capacity. Capacity data is updated in real time and displayed in the dispatch interface for operational awareness. On a broader scale, the system aggregates this data into monthly reports that highlight actual vs. projected demand trends, peak usage periods by time of day and day of week, and high-traffic origin-destination pairs. These insights help agencies anticipate service pressure points and plan for additional resources where needed.

Requirement	Yes/No	Description
10. The call center shall process customer ride requests and address questions for customers, since not all users will have access to a smartphone or computer. The call center CSR shall have the ability to: a) Create and look up a customer account using customer name and phone number or email address. b) Create a trip request by entering Origin, Destination, Number of Customers, Desired Arrival/Departure Times, Wheelchair Requests, and other notes. c) View the status of the ride to inform customers of the whereabouts of the vehicle, anticipated time of arrival, and length of trip. d) View the number of 'no-show' ride requests for an individual customer account. e) View payment method, amount, and if the payment was successful or denied.	Yes	The platform provides call center agents with a dedicated interface that mirrors key functions of the rider-facing tools, enabling full support for customers without digital access. a) Customer lookup: CSRs can search for rider accounts using name, phone number, or email. They can also create new accounts as needed during the call. b) Trip booking: Agents can enter trip details including origin, destination, party size, preferred arrival or departure time, mobility needs (e.g., wheelchair), and additional notes. The booking workflow is streamlined for efficient over-the-phone interactions. c) Live ride status: The CSR interface includes real-time trip tracking, allowing agents to provide riders with vehicle location, estimated arrival times, and trip duration updates. d) No-show history: Staff can view a customer's trip history, including missed trips and no-show occurrences, which are logged automatically by the system. e) Fare information: Payment status—successful, failed, pending—and method (cash, pass, mobile, account) are visible in the rider profile, giving agents the ability to answer fare-related inquiries or assist with payment troubleshooting.
9.4 MINIMUM DATA TO BE COLLECTED FROM CUSTOMER		

Requirement	Yes/No	Description
1. The information below is the city's requirement for data to be captured from the customer through the SaaS platform app and through the registration process for the service. This sets the baseline expectation for the Contractor to provide data and data analytics with the platform, additional data and analytics may be desirable. The information definitions are listed below with descriptors: a) Customer Name - first and last name b) Date of trip(s) to be scheduled (include return trip if applicable) c) Pickup and destination address (include return trip if applicable) d) There shall be a box to allow the customer to enter notes about the pick- up/drop-off point such as at which entrance, name of building, or landmarks. e) Phone number to which text and/or voice messages may be sent f) Email address for trip confirmations/notifications g) Requested pick-up time (include return trip if applicable) h) Customer ambulatory status - note if the customer requires a mobility device. i) Personal Care Assistant (PCA) - note if customer will be traveling with a PCA, guest(s), service animal, or combination therein. j) PCA ambulatory status - note if the PCA or guest requires a mobility device. k) Number of guests included in trip request (group trip).	Yes	The platform's customer registration and trip booking workflows are designed to capture all required data fields outlined by the city, ensuring both service eligibility and operational readiness. These data points are collected through the Rider App, Rider Web, and CSR interfaces, and are fully accessible for analysis and reporting. a) Customer Name: Full first and last names are collected and stored in the customer profile. b) Date of Trip(s): Riders can select both one-way and return trip dates and times. c) Pickup and Destination Address: Entry fields support full address input for both outbound and return trips. d) Trip Notes: A customizable text field allows riders to enter detailed pickup/drop-off instructions, such as landmarks or specific entrances. e) Phone Number: Required for account creation and used for SMS/voice trip notifications. f) Email Address: Used to send booking confirmations, updates, and trip summaries. g) Requested Pickup Time: Users select desired departure or arrival times during booking, including for return legs. h) Ambulatory Status: Riders specify if they use a wheelchair or other mobility device; this informs vehicle matching and compliance with accessibility policies. i) Personal Care Assistant (PCA) and Companions: Riders indicate if they will be accompanied by a PCA, guest(s), or service animal. j) PCA Ambulatory Status: Additional fields are available to document mobility needs of any accompanying PCA or guests. k) Number of Guests: Group size is entered with

Requirement	Yes/No	Description
		each trip request, allowing the system to assess vehicle capacity and assign appropriately. All collected data feeds into operational dashboards and Spare Analyze for monitoring trends, evaluating service demand, and supporting ADA and Title VI compliance.
2. Capability to set a maximum of guests based on vehicle capacity.	Yes	The system allows agencies to configure a maximum number of guests per trip based on available vehicle capacity. During the trip booking process—whether through the app, web, or CSR portal—the system checks real-time capacity of assigned vehicles and enforces guest limits accordingly. These limits are dynamically applied and can differ by vehicle type or service model. If a requested party size exceeds capacity, the platform will prevent the booking or suggest alternative options, ensuring that assignments remain within operational constraints and vehicles are not overfilled.
3. Ability for a customer to sign up for email newsletter and SMS alerts.	Yes	Spare's robust platform supports customer opt-in for both email newsletters and SMS alerts during account registration or within their user profile settings. Riders can subscribe to receive updates such as service changes, promotions, or general announcements via email. For SMS alerts, the system is already equipped to send real-time trip notifications (e.g., booking confirmations, vehicle arrival alerts), and the same messaging infrastructure can be used to deliver broader service alerts when enabled by the agency. These communication tools help keep riders informed and engaged with the service.

Requirement	Yes/No	Description
4. Trip Mileage on executed rides.	Yes	Trip mileage is automatically recorded for every executed ride through GPS tracking in the Spare Driver App. The system calculates distance based on actual travel paths, not just straight-line estimates, providing accurate mileage data for each completed trip. This information is stored in the trip history and is accessible via reporting tools for operational analysis, fare reconciliation (if distance-based pricing is used), and performance metrics. Agencies can also export mileage data for auditing, billing, or regulatory reporting purposes.
5. Number and percentage of completed trips.	Yes	The platform continuously tracks and logs all trip activity, enabling precise calculation of both the number and percentage of completed trips. These metrics are accessible through Spare Analyze and are updated in real time. Completed trips are defined as those successfully executed from scheduled pickup to drop-off. The system compares this count against total scheduled trips—including no-shows and cancellations—to generate performance insights. Agencies can filter this data by date, zone, service type, or vehicle to monitor service reliability and identify trends over time.
6. Number and percentage of met requests.	Yes	The system captures all trip requests and tracks whether each one was successfully scheduled and fulfilled. A “met request” is defined as a ride request that resulted in a confirmed trip, matched to a vehicle, and completed as planned. The platform reports both the total number of requests met and the percentage of met requests relative to the total number of

Requirement	Yes/No	Description
		incoming trip requests. This data is available in Spare Analyze and can be segmented by date, service type, or zone to assess service availability, operational efficiency, and unmet demand.
7. Number and percentage of unfulfilled met requests.	Yes	The platform distinguishes between met requests (scheduled and completed) and unfulfilled requests—those that were scheduled but ultimately not completed due to cancellations, no-shows, or operational constraints. It tracks the number and percentage of unfulfilled met requests by comparing the count of scheduled trips that were not executed against the total number of met requests. This metric helps agencies understand where service interruptions occur and is available in Spare Analyze for review by time period, zone, or rider type.
9.5 CUSTOMER NOTIFICATIONS		
1. Customers shall receive a notification via the mobile app, by email, or by text (customer's option) to confirm: a) The ride has been scheduled b) Arrival times (changes, updates, etc.) for both pickup and drop-off c) Payment receipt d) Ride execution or validation	Yes	Spare provides a customizable automated, multi-channel notifications that keep customers informed at every stage of their trip, based on their selected communication preference—mobile app, email, or SMS. The method of delivery, the language of the notification, the frequency/trigger event of notifications, and the message itself can all be modified to suit agency preferences. This includes the following: a) Ride Scheduled: Riders receive immediate confirmation once a trip is successfully booked, including trip details and timing. b) Arrival Updates: Real-time alerts notify riders of estimated arrival times, vehicle en route status, and any changes to pickup or drop-off.

Requirement	Yes/No	Description
		c) Payment Receipt: For trips involving fare payment, confirmation of payment—including method and amount—is sent via the chosen channel. d) Ride Execution: Once the trip is underway or completed, a final confirmation is sent to validate ride status, which may also include a summary or feedback prompt. These notifications enhance rider confidence and reduce the need for follow-up inquiries.
2. Imminent Arrival – Customer shall receive notification by above methods when trip start will occur within a defined period (i.e., 5 minutes) a) Notification defined from GPS data derived from Customer Registration information. b) The contractor shall list all supported capabilities to contact customer (app, voice, text, email, etc.) in their proposal.	Yes	The platform supports imminent arrival notifications, automatically triggered when a vehicle is within a predefined distance or time—such as 5 minutes—from the pickup location. This timing is calculated using live GPS data and the rider’s registered contact details. a) Notifications are based on real-time GPS tracking of the vehicle relative to the customer’s pickup location, which is stored in the system through the registration or trip booking process. b) The system can notify customers through multiple channels: • Mobile app push notifications • SMS text messages • Email alerts • Automated voice calls (if voice capabilities are configured or integrated) These options ensure accessibility and flexibility, allowing agencies to meet rider preferences and minimize missed trips.
9.6 WARRANTY		
1. The warranty period included in the price for the SaaS platform and associated hardware shall be for the duration of the city’s use of the product.	Yes	Spare does not operate on warranty—we continuously deliver software updates to our customers. We do this by only maintaining a single version of the software at any given time. By reducing the maintenance burden, Spare is able to deliver software faster and provide more

Requirement	Yes/No	Description
		value to our customers. These upgrades are included in our pricing and come at no additional cost.
2. The warranty shall include uninterrupted provision of all TaaS services and functions included in the resulting executed contract between the Contractor and the city.	Yes	MV does not operate on a warranty. We hold a contract with the City to provide these services, and we continually adjust our operations to meet the changing needs of the service. MV adheres to our contractual obligations, including meeting strict performance standards. We report our metrics to the city during Monthly Business Reviews. Should the City determine it is advantageous to require a performance bond, we can adjust our price accordingly.
9.7 SYSTEM SUPPORT		
1. SaaS platform support during the contract period shall include technical support for all software and related hardware, with a 24x7 support line.	Yes	The platform includes comprehensive technical support throughout the contract period, covering both software functionality and integration with supported hardware (e.g., tablets used in vehicles). A 24/7 support line is available for critical issues, ensuring uninterrupted access to assistance for operational or technical concerns. Support channels typically include phone, email, and in-app ticketing, with response times and escalation procedures defined in the service level agreement (SLA). This ensures that agencies have continuous access to expert help, particularly for issues impacting live service delivery.
2. On-site support 24x7 for all hardware and systems.		MV has a 24-hour 7 day per week helpdesk available (by phone, email, teams) to support any users with issues or questions with hardware and systems.
3. The city must be able to view the status of support request(s) at any time through an online tracking system provided by the Contractor.	Yes	An online support portal is available, allowing city staff to submit, track, and manage support requests at any time. Each request is assigned a unique ticket ID and status label (e.g., open, in

Requirement	Yes/No	Description
		progress, resolved), giving users real-time visibility into progress and communication history. The portal also includes access to Spare's knowledge base, allowing users to search common issues and solutions while waiting for formal responses. This system ensures transparency, accountability, and efficient communication throughout the support process.
4. Contractor shall provide a Service Level Agreement (SLA) surrounding response times to which the city will review during the evaluation process. Response times and service support shall be such that in the case of system malfunction, the function of the SaaS platform will shift to redundant servers to avoid service down time.	Yes	A formal Service Level Agreement (SLA) is included with the platform, detailing guaranteed response times, issue prioritization, and escalation procedures. The SLA defines response windows based on the severity of the issue (e.g., critical, high, medium, low), ensuring timely resolution of all support cases. To maintain uptime, the platform is hosted on a cloud-based, redundant infrastructure—typically using services like Google Cloud Platform—with automatic failover to backup servers in the event of system malfunction. This design ensures high availability and minimizes risk of downtime, aligning with industry standards for mission-critical transit operations.
9.8 SOFTWARE MAINTENANCE/UPDATES/UPGRADES		
1. SaaS platform is expected to be cloud-based and thus all features, routine updates, and upgrades shall be included in the price offered for the duration of the time the city uses the product. The cloud-based SaaS platform accepted by the city shall include automatic updates and upgrades during the time the city uses the product. a) The Contractor shall describe routine maintenance and updates and	Yes	The platform is fully cloud-based, and all features, routine maintenance, updates, and upgrades are included in the subscription pricing for the duration of the city's use—no additional charges apply for ongoing improvements. a) Routine maintenance and updates are conducted with zero downtime and are deployed automatically through the cloud. These typically include bug fixes, performance enhancements, and security patches. Updates

Requirement	Yes/No	Description
the approach for conducting these in their proposals. b) The Contractor shall describe routine upgrades and the approach for conducting these in their proposal.		are rolled out on a weekly basis and are seamlessly applied without impacting live operations. b) Routine upgrades, such as new features or interface enhancements, follow a continuous delivery model. Major feature releases occur quarterly, with customers receiving advance notice, documentation, and optional training. Agencies are not required to manage version control—upgrades are applied platform-wide and include access to Spare’s changelog and support resources to ensure smooth adoption.
2. The Contractor is required to notify the city one month in advance of new software releases and when upgrades are made. Updates and upgrades to the SaaS platform shall be automatically pushed to the city and all registered users and system devices.	Yes	Spare meets the requirement by providing advance notice for software updates—major updates are communicated six months in advance, minor ones 14 days prior, and security patches at least 10 business days ahead. All updates to the SaaS platform are automatically pushed to users and devices, ensuring seamless, no-cost deployment. Clients also receive detailed change logs and impact summaries to prepare accordingly.
The Contractor shall ensure all data and reports are protected after system upgrades and updates for the duration of the time when the city uses the product.	Yes	All data and reports are securely retained and protected throughout the lifecycle of the system, including during upgrades and updates. The platform is built on a cloud-native architecture with automatic data backup and recovery protocols, ensuring that no customer data is lost or altered during routine maintenance or version changes. Historical data, user-generated reports, rider profiles, and operational records remain fully accessible and intact post-upgrade. Spare also conducts validation checks after deployments to confirm that all data is preserved and system integrity is maintained, supporting long-term reliability and compliance.

Requirement	Yes/No	Description
9.9 DOCUMENTATION		
1. The Contractor shall prepare all deliverables in both Microsoft Office (Word, Excel, or PowerPoint) and Adobe PDF formats, with DPTS granted full rights to access online and reprint as needed.	Yes	Spare provides comprehensive training and ongoing support and is able prepare all deliverables in both Microsoft Office and Adobe PDF formats, ensuring full accessibility and reprint rights for DPTS. Deliverables such as project documentation, training materials, and technical specifications are consistently provided in editable formats like Word, Excel, and PowerPoint, alongside final versions in PDF.
2. The Contractor shall provide and track a written project plan throughout the duration of the project. This tracking document shall be accessible online to the city to review as needed.	Yes	A detailed, written project plan is developed at the outset of implementation and continuously maintained throughout the project lifecycle. This plan outlines key milestones, deliverables, responsibilities, and timelines, and is actively updated to reflect progress and changes. The city is granted real-time online access to this tracking document—typically hosted in a shared, secure workspace such as Google Docs or a dedicated project management tool—allowing stakeholders to monitor status, review updates, and track accountability as needed. This ensures full transparency and alignment between Spare’s team and city personnel.
3. The Contractor shall for all deliverables include the filename in the document footer and include in the filename the file release date. All documents and deliverables shall be available to the city online.	Yes	Spare will ensure that all deliverables include the filename in the document footer and that the filename itself reflects the file release date. All documents and deliverables will be provided in electronic format and made available to the County online through a secure, shared project workspace. This ensures consistent version control, auditability, and easy access for authorized County staff throughout the project lifecycle.
9.10 INSTALLATION		

Requirement	Yes/No	Description
1. The Contractor shall prepare and deliver a description of the installation process and an itemized pricing proposal for installation of any hardware and software to be located with the city, including any equipment required to support Call Center, Administration, Dispatch, Reporting, Training, and other required functions.		<i>Please see MV's startup plan following section 2 , and MV's cost proposal submitted separately.</i>
9.11 STAFF		
1. The Contractor shall provide all on-site and off-site staffing and support required to deliver, operate, and maintain TaaS services. On-site staffing requirements are expected to include a Transit Manager, Operators (including extra board), Supervisors, support staff, and call center/dispatch staff. The contractor shall describe the staffing plan and provide resumes for the Transit Manager, and Supervisors. The city will provide fleet management for city provided vehicles once they become available. However, fleet management will need to be provided by the contractor to maintain Contractor vehicles for one-year period. The Contractor is requested to provide a fleet management concept plan and pricing.		<i>Please see section 2 of this proposal for more information on staffing and support.</i>
2. The Contractor shall provide a training plan and certification plan for all positions associated with system safety training requirements.	Yes	Spare works closely with partners to ensure success, providing a comprehensive training and certification plan tailored to all roles associated with system safety. The training program includes five in-depth modules for Administrators, Dispatchers/Schedulers, Operators, Customer Service Representatives, and Data Analysts. Each module is designed to build user proficiency and includes reading

Requirement	Yes/No	Description
		materials, virtual or in-person sessions, and ongoing support. This ensures all personnel are equipped to operate the system safely and effectively.
3. The Contractor shall provide a training plan for operators, call center/dispatch staff, and other administrative and support staff.	Yes	Spare offers a structured training program covering all key operational roles, including operators, call center/dispatch staff, and administrative/support personnel. The training includes targeted modules tailored to each role's responsibilities, combining documentation, in-person or virtual training sessions, and post-launch support to ensure comprehensive understanding and effective use of the platform.
4. The Contractor will be expected to provide a branded uniform and dress code for staff, especially vehicle operators. The dress code and branded uniform shall be approved by the city.		<i>Please see section 2 of this proposal.</i>

9.12 OPERATIONS BASE

1. The city will provide an operations base capable of housing the TaaS functions required to deliver safe and uninterrupted services. These include operations, vehicle storage, vehicle maintenance, call center/dispatch functions, administration.	Yes	The platform is designed to integrate smoothly with a city-provided operations base, supporting all TaaS (Transportation-as-a-Service) functions from a centralized or distributed location. Spare provides the cloud-based software and tools required to manage call center, dispatch, and administrative tasks, while the city is responsible for the physical infrastructure—including vehicle storage, maintenance facilities, and workspace for operational staff. The system can be accessed remotely, allowing flexibility for staff to perform dispatch, scheduling, and support roles either on-site or virtually, depending on operational needs and city resources.
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Requirement	Yes/No	Description
2. The Contractor shall describe their proposed plan for vehicle inspection, maintenance, fueling, washing, and storage for the one-year period.		MV will use the client provided facility for vehicle inspection, maintenance, fueling, washing and storage. Please see section e. Fueling and Storage of Fleet and section f. Our World Class Maintenance Program
3. Vehicle maintenance can be completed by the city, but the Contractor needs to include all associated costs.		<i>Please see MV's cost proposal, submitted separately.</i>
4. The Contractor shall describe which functions will be provided remotely, from cloud based systems, and which will be conducted on-site.	Yes	The majority of system functions are delivered remotely through Spare's cloud-based SaaS platform, minimizing the need for on-site technical infrastructure. Below is a breakdown of where key functions are performed: Cloud-Based (Remote) Functions • Dispatching and trip scheduling: Managed through the Spare Operations dashboard accessible via any internet-connected device. • Rider and vehicle tracking: Real-time data is collected and displayed via the cloud platform. • Trip planning and booking: Available to riders via the Rider App, Rider Web, or CSR interface. • Reporting and analytics: Delivered through Spare Analyze with user-driven exports and automated reporting. • Customer communication: Notifications and alerts via SMS, email, and app are handled through cloud services. • System updates and maintenance: Automatically deployed from the cloud without local intervention. • Technical support and ticketing: Managed remotely via online portals, phone, or email.

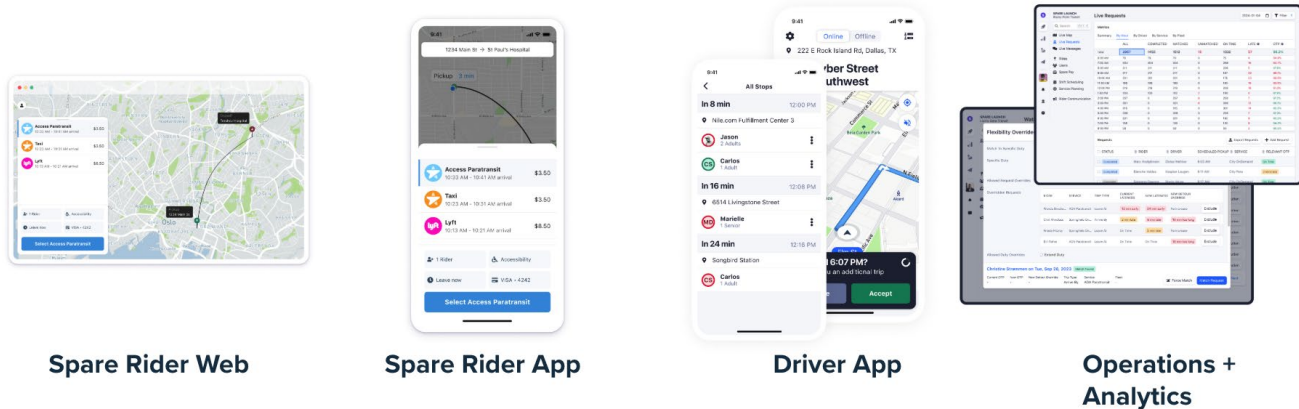
Requirement	Yes/No	Description
		On-Site Functions - Vehicle operations and storage: Performed at city facilities, including fueling, charging, and inspections. - Hardware installation: Initial tablet mounting, wiring, and replacement (Spare provides setup guidance). - Call center staff (if operated locally): Though the CSR tools are cloud-based, physical call centers are city-operated unless outsourced. - Operator management: Includes in-person training, scheduling, and supervision, typically handled by the city or its service provider. This hybrid model allows for centralized digital oversight with localized service delivery, maximizing both operational flexibility and system resilience.
9.13 DATA REPORTING		
1. National Transit Database a) As per 49 USC §5335(a) and 49 CFR §630.4, DPTS is required to report financial, operating, asset condition, and ridership data to the National Transit Database for all modes of public transportation b) The Contractor shall collect and submit to DPTS the data in accordance with FTA's uniform chart of accounts for the purpose of NTD monthly and annual reports. Operating and ridership data must be submitted monthly. The Contractor will prepare and submit to DPTS data for vehicles in operation under this contract for inclusion in DPTS's NTD report.	Yes	Spare fully meets the requirement for National Transit Database (NTD) data collection and reporting. The platform includes a dedicated module, Spare Analyze, which automates the calculation of required metrics and provides reports in compliance with FTA's uniform chart of accounts. Spare generates both NTD Service and Fleet Reports, which include data such as boardings, vehicle hours, revenue miles, and passenger miles. These reports are customizable, downloadable, and submitted on a monthly basis, ensuring DPTS can meet its federal reporting obligations efficiently.

System/Functional Requirements Diagram

MV has provided a system diagram in section 6 Database Architecture, below

Additional Details to Capabilities of Contractor (if applicable)

Spare Platform Overview



Spare Platform is a unified, cloud-based solution designed to seamlessly integrate every aspect of your microtransit operations. Unlike other systems that piece together disparate components, Spare offers a cohesive ecosystem where all critical functions—Operations, Analytics & Reporting, Rider App, and Driver App—are housed under one roof. This approach ensures that every part of the City’s operation communicates effortlessly, delivering a smooth, coordinated experience for operators, admin, client teams and riders. By choosing Spare, the City avoids the complications of managing multiple, loosely connected systems—such as using Tableau to present data or Salesforce to manage eligibility—and gain the power of a fully integrated platform that scales efficiently with your needs, all within the reliability and flexibility of the cloud.

Below is a high-level overview of the key components of the Spare Platform:

Component	Description
Rider Interfaces	Our passenger-facing solutions include the Spare Rider mobile app, available on both iOS and Android, and the Rider Web portal. These tools enable riders to easily plan, book, pay, and manage their trips within the City’s unified, agency-branded experience. With features such as account management, real-time trip updates, and booking flexibility, the Spare Rider app and web portal ensure that the City’s passengers have a seamless and accessible transit experience at their fingertips.
Operations Center	Spare Operations is the command center for all operational activities. It provides the City’s administrators, dispatchers, and schedulers with an overview of historical, real-time and forecasted system performance, including

Component	Description
	passenger management, vehicle assignments, and service monitoring. This tool proactively alerts users to issues and allows for immediate adjustments to daily operations, ensuring that the entire service runs smoothly and efficiently. Key aspects of Spare's Operations Center include: Continuous Dynamic Optimization: The Spare Engine drives continuous optimization by adapting to real-time changes, ensuring every trip is efficiently routed and resources are used effectively. Unlike traditional batch scheduling, it dynamically adjusts to service conditions, improving on-time performance and reducing disruptions. This real-time adaptability maximizes efficiency, providing a seamless and reliable experience across microtransit operations. Open Fleets: Spare's Open Fleets enables seamless real-time trip brokering with third-party providers like TNCs and taxis. With over five years of development, this proven solution automates dispatch and scheduling across both dedicated and non-dedicated fleets, boosting efficiency, reducing costs, and improving rider experiences—all from a single platform.
Driver Interface	The Spare Driver app is designed to streamline driver operations for your fleet by providing real-time navigation, trip instructions, and operational updates directly on MDT/tablet devices. Operators can easily access their routes, manage pickups and drop-offs, and stay connected with the dispatch team through the app, ensuring efficient service delivery across the network. Through our OpenFleets technology our platform can connect trip demand to any fleet provider that you use, streamlining operator operations across DSPs, NDSPs, Brokers, Taxis, and more.
Analytics & Reporting	Spare Analytics is a powerful data collection and reporting tool designed to provide the City in-depth insights into service performance. From National Transit Database (NTD) reporting to direct SQL access, real-time heat maps and detailed trip analytics, Spare Analytics equips the City with the information needed to make informed decisions, identify trends, and continuously improve service delivery. This tool is crucial for understanding the overall health of the transit system and driving data-driven improvements.
Open API	Spare takes an open ecosystem approach to microtransit technology, empowering agencies like the City to integrate seamlessly with existing software infrastructure and third-party tools. Our cloud-based platform, built on the Spare Open API, ensures that all rider-centric actions, from booking to

Component	Description
	payments, can be easily connected to other systems like BI tools and fare payment processors. This flexibility means the City can leverage Direct SQL access to streamline data analysis or plug into existing business intelligence platforms to enhance operational insights.

Reporting Metrics

The following tables provide an overview of the **Ridership Metrics** and **Duty Metrics** available through Spare Analytics, which the City will have access to via the cloud-based platform.

Ridership Metrics

Metric Name	Metric Definition
Request	
Request ID	The unique system-generated alpha-numeric code used to identify the trip request.
Requested Pickup Time	The requested pickup date and time from the rider.
Requested Pickup Address	The requested pickup address from the rider.
Requested Pickup Longitude	The longitudinal coordinate of the requested pickup location.
Requested Pickup Latitude	The latitudinal coordinate of the requested pickup location.
Requested Dropoff Time	The requested date and time of the dropoff from the rider.
Requested Dropoff Address	The requested dropoff address from the rider.
Requested Dropoff Longitude	The longitudinal coordinate of the requested dropoff location.
Requested Dropoff Latitude	The latitudinal coordinate of the requested dropoff location.
Original Scheduled Pickup Time	The original pickup date and time that was communicated to the rider when the trip request was created.
Scheduled Pickup Time	The scheduled date and time of the trip request's pickup. Gets updated in real time by Spare Engine.
Scheduled Pickup Address	The address where the vehicle will pick up the rider. This location can differ from the rider's requested pickup address if the location falls within a stop zone. Spare Engine will determine a stop near the rider's requested pickup address that they will be directed to walk to.
Scheduled Pickup Longitude	The longitudinal coordinate of the scheduled pickup location.
Scheduled Pickup Latitude	The latitudinal coordinate of the scheduled pickup location.
Scheduled Dropoff Time	The scheduled date and time of the dropoff at the scheduled dropoff address. Gets updated in real time by Spare Engine.
Scheduled Dropoff Address	The address where the vehicle will drop off the rider. This location can differ from the rider's original trip request dropoff address if the location falls within a stop zone. Spare Engine will determine a stop near the rider's requested destination and direct them to walk from the dropoff point to their final

Metric Name	Metric Definition
	destination.
Scheduled Dropoff Longitude	The longitudinal coordinate of the scheduled dropoff location.
Scheduled Dropoff Latitude	The latitude coordinate of the scheduled dropoff location.
Pickup Walking Duration (seconds)	The estimated time required for the rider to walk from their requested pickup location to their scheduled pickup location.
Dropoff Walking Duration (seconds)	The estimated time required for the rider to walk from their scheduled dropoff location to their requested final destination.
Notes	Comments made within the "notes" section of a trip request booked from the Spare Admin Panel.
Status	The status of the trip request at report export. Statuses include: - Accepted: The trip request is scheduled to a operator's manifest. - inProgress: The rider is on board and the trip is in progress" - Canceled: The trip request was canceled. - Completed: The operator has completed the trip. - driverArriving: The operator is pulling up to the pickup location. - noDriversAvailable: The system is unable to match a operator to the trip request
Request	
Pickup Arriving At Time	The date and time when the rider receives a notification that their operator is about to arrive. Trip request changes to <i>Arriving</i> status. The vehicle should be approximately two minutes from the scheduled pickup location. Notification is triggered up to 4 minutes before the scheduled pickup time.
Pickup Completed At	The date and time when the operator confirms via the Spare Driver app that the pickup is completed. Trip request changes to <i>In Progress</i> status.
Request Canceled At	The date and time when the trip request was canceled.
Dropoff Completed At	The date and time when the operator confirms via the Spare Driver app that the dropoff is completed. Trip request changes to <i>Completed</i> status.
In-Vehicle Trip Distance	The actual distance traveled by the rider during the trip.
Trip Duration (minutes)	The actual duration traveled by the rider during the trip.
Trip Wait (minutes)	The time between the requested pickup time and the pickup completed time. This is only calculated for "leave soon as possible" trip requests.
Estimated Trip Distance (meters)	The estimated distance to be traveled by the vehicle between the specified pickup and dropoff location at the time of booking. Does not account for any potential detours due to pooling. Units are configured based on organization settings.
Estimated Trip Duration (minutes)	The estimated trip duration determined at the time of booking. Does not account for any potential detours due to pooling or any other factors on the day of the trip.
Equivalent Fixed Route Travel Time	* Available in Dispatch Package * The equivalent trip time is calculated using Google Directions API and is displayed in minutes and includes walking time and transfer time if applicable, as well as total in-vehicle travel time.
Request Accepted Time	The time and date when the trip request was added to the operator's manifest - currently in unix time. Note that if a request has been rematched to multiple

Metric Name	Metric Definition
	duties, this will be the time at which it was added to the most recent duty.
Deadhead to Pickup	The total distance traveled from the operator's last stop to the pickup location of the next trip when no other riders were on board.
Created By	The name of the user who originally created the trip request, whether a booking agent, a operator (via "flag down"), or the rider themselves. If the creator has left this organization or has deleted their account, this will be blank.
Created At Time	The date and time that the trip request was created.
Rider	
Rider ID	The unique system-generated alpha-numeric code used to identify the profile of the rider for whom this request was booked.
Rider Name	The name of the rider.
Number of Riders (Adult)	The number of adults indicated on the trip request.
Number of Riders (Infant)	The number of infants aged 0-3yr indicated on the trip request.
Number of Riders (Child)	The number of children aged 4-10yr indicated on the trip request.
Number of Riders (Youth)	The number of children aged 11-16yr indicated on the trip request.
Number of Riders (Senior)	The number of seniors indicated on the trip request.
Number of Riders (Student)	The number of students indicated on the trip request.
Number of Riders (Disabled)	The number of riders with a disability indicated on the trip request.
Number of Riders (Veteran)	The number of veterans indicated on the trip request.
Number of Riders (Reduced)	The number of riders indicated as the reduced rider type on the trip request.
Number of Riders (Personal Care Attendant)	The number of personal care attendants that join the rider and are added to the total number of boardings recorded for each vehicle/duty.
Number of Riders (Other)	The number of riders indicated as 'other' on the trip request.
Accessibility Features	
Accessibility Stroller Count	The number of strollers indicated on the trip request.
Accessibility Wheelchair Count	The number of wheelchairs indicated on the trip request.
Accessibility Child Seat Baby Count	The number of child seats needed on the trip request for children aged 0-3yrs.
Accessibility Child Seat Young Count	The number of child seats needed on the trip request for children aged 4-10yrs.
Accessibility Service Animal Count	The number of service animals indicated on the trip request.
Number of Bikes	The number of bikes indicated on the trip request.
Number of Oversized Wheelchairs	The number of oversized wheelchairs indicated on the trip request.
Number of Lifts	The number of wheelchair lifts or ramps needed on the trip request.
Number of Walkers	The number of walkers indicated on the trip request.
Number of White Cane Seats	The number of white cane seats indicated on the trip request.
Number of Door to Door Stops	The number of actual door-to-door pickups and dropoffs the operator made.

Metric Name	Metric Definition
Number of Stretchers	The number of emergency and transport stretchers needed on the trip request.
Number of Folding Wheelchairs	The number of folding wheelchairs indicated on the trip request.
Duty	
Duty ID	The unique system-generated alpha-numeric code used to identify the duty to which the trip request was matched (if it was matched).
Driver	
Driver Name	The name of the operator the trip request is assigned to.
Driver Location On Match Longitude	Longitude of the operator's location when the trip request was matched to the operator, or empty if the trip request was matched before the duty started. Considers the trip request's most recent match.
Driver Location On Match Latitude	Latitude of the operator's location when the trip request was matched to the operator, or empty if the trip request was matched before the duty started. Considers the trip request's most recent match.
Vehicle	
Vehicle License Plate	The license plate of the vehicle that the trip request is assigned to.
Vehicle Identifier	The identifier of the vehicle the trip request is assigned to.
Service	
Service Name	The name of the service the trip request is assigned to.
Fleet	
Fleet Name	The name of the fleet that the duty and trip request are assigned to.
Fleet Type	A fleet can be one of three types: Auto Accept, Accept / Reject, External.
Estimate	
Created Interface	The channel the trip request was created from: Admin Interface, Rider Web Interface, Rider Mobile app, Driver App.
Estimate Created At Time	Time of the most recent estimate obtained by the rider before booking a trip request.
Estimate Endpoint	Whether the trip request was booked as a "next available" "scheduled" (i.e. advanced booking) or flagdown
Zone	
Pickup Zone Name	The name of the selected zone where a rider's pickup will occur.
Dropoff Zone Name	The name of the selected zone where a rider's dropoff will occur.
Slot	
Pickup Completed Distance Deviation	Straight line distance between the scheduled pickup location and completed location.
Dropoff Completed Distance Deviation	Straight line distance between the scheduled dropoff location and completed location.
Request Cancellation	
Cancellation Canceled By	If the trip request is canceled, the system will log (admin, rider, operator) who made the cancellation.
Cancellation Fault	The cancellation fault, this can be 'riderFault', 'noFault', or 'driverFault'. The fault

Metric Name	Metric Definition
	is logged when a cancellation is made.
Cancellation Reason	The cancellation reasoning indicated on the trip request (e.g. no show).
Cancellation Notes	Notes added to the cancellation by the reservationist or rider, depending on who canceled the trip.
Fare	
Fare Cost	The total fare cost of the trip. Calculated before the trip request is matched, so does not take into account detour due to pooling. Currency configured on a per organization basis.
Fare Discount	The total discount applied to the rider's fare, based on any promos or fare passes applied to this trip request.
Tip	
Tip	The tip amount provided by the rider (for services where tipping is enabled).
Tip Created Time	If the rider leaves a tip, the date and time that the tip was created.
Payment Method	
Payment Method ID	The unique system-generated alpha-numeric code given to the payment method attached to the trip request.
Connected Account Type	The payment method chosen by the rider to pay for their trip.
Promotion	
Promo Names	If a promotion is applied to the rider's trip request, the name of the promotion will be shown here.
Promo Discounts	If a promotion is applied to the trip request, the discounted amount given by the promotion will be shown here.
Review	
Rider Rating	The rating provided by the rider on the trip request. Standard is thumbs up equals 100% and thumbs down equals 0%.
Rider Review Tags	The tags selected by the rider when completing a review for their trip.
Rider Comment	The comment that the rider left for the trip request in the rider application.
Fare Pass	
Fare Pass Names	If a fare pass is applied to the trip request, the fare pass name will be shown here.
Fare Pass Discounts	If a fare pass is applied to the rider's trip request, the discounted amount given by the fare pass will be shown here.
Request Recurrence	
Recurrence ID	The related recurring trip ID if the trip request was automatically generated by a recurring trip request.

National Transit Database (NTD) Metrics

Metric Name	Metric Definition
Request	
Number of Completed Boardings	Total number of riders who successfully completed their trip



Number of Completed Requests	Total number of requests successfully completed
Number of Canceled Requests	Total number of requests canceled
Number of No Show Requests	Total number of requests whose rider was a 'No Show'
Duty	
Vehicle Hours	Total number of hours scheduled for all vehicles in the fleet.
Total Scheduled Vehicle Hours	Total number of hours scheduled for all vehicles in the fleet.
Total Actual Vehicle Hours	Total time recorded for all vehicles in the fleets. This takes into account when the duty was actually started, completed and canceled.
Total Actual Vehicle Distance (km)	Total distances traveled as recorded by the Driver App for each vehicle in the fleets selected.
Revenue Hours	Total hours in revenue service based on the time of the first completed pickup to last completed dropoff.
Revenue Distance (km)	Total distance from the first completed pickup to the last completed dropoff. Same "vehicle locations between times polyline" approach as "Vehicle Distance"
Total Break Hours	The total hours of all breaks taken by all duties on this date
Total Break Distance (Meters)	The total distance driven during breaks taken by all duties on this date
Additional	
Date	The Date that this row corresponds to. Requests/duties are included in the aggregate metrics for this row if their request.requestedPickupTs was on this date. Only Completed and Canceled requests are included

Duty Metrics

Metric Name	Metric Definition
Driver	
Driver Name	The name of the operator assigned to the duty.
Duty	
Duty ID	A unique system-generated alphanumeric code used to identify the operator profile.
Duty Created Time	The date and time when an operator's duty was created.
Duty Scheduled Start Time	The date and time that the duty is scheduled to begin.
Duty Scheduled End Time	The date and time that the operator duty is scheduled to end.
Duty Canceled Time	The date and time the duty was canceled.
Total Duration (hours)	The total duty duration, from duty actual start time to duty actual end time. If the duty was canceled, the cancellation time is used as the actual end time.
Total Travel Distance (meters)	The total distance the vehicle traveled during the duty period.
First Seen in Service Area Time	The date and time the duty first entered the service area, as determined by the geographical zone boundaries of the service.
Last Seen in Service Area Time	The date and time a given duty is last in the service area, as determined by the geographical zone boundaries of the service.
Deadhead Travel Distance	The total distance traveled during the duty when there were no riders on

Metric Name	Metric Definition
(meters)	board the vehicle.
Pause Duration While in Progress (minutes)	The total duration of the vehicle being paused while the duty is In-Progress.
Breaks	
Total Break Hours	Total time of all the actual breaks taken by the operator during this duty.
Total Scheduled Break Hours	Total time of all breaks scheduled for the operator during the duty.
Total Number of Breaks	Total number of breaks taken during this duty.
Total Break Distance (unit)	Distance traveled by the operator during their break.
Breaks	A list of the breaks that were assigned to this duty. For each break, includes scheduled time, actual start time, actual completion time and/or cancellation time if the break was canceled.
Duty Status	The status of the duty at time of report download. The potential statuses are: Scheduled, Completed, Canceled.
Vehicle	
Vehicle Identifier	A custom value used to internally identify each vehicle within an organization.
Vehicle License Plate	The license plate of the vehicle.
Fleet	
Fleet Name	The fleet the duty is assigned to.
Fleet Type	The type of fleet the duty is assigned to. A fleet can fall under three categories: Auto Accept, Accept Reject, and External Fleet.
Slot	
Duty Actual Start Time	The date and time when the operator began their duty in the driver app.
Duty Actual Completed Time	The date and time the operator ended their duty in the driver app.
Boarding	
Total Boardings	The total number of riders who completed trips on the duty.
Rider Mobile App Bookings	The total number of bookings made through the Spare Rider mobile app
Rider Web Bookings	The total number of bookings made through the Spare Rider Web interface.
Driver App Bookings	The total number of bookings made through the Spare Driver mobile app (walk-ons).
Admin Panel Bookings	The total number of bookings made through the Spare Platform admin interface.

Innovative Trip Brokering and Commingling with Spare Open Fleets

We understand the City's ambition to seamlessly broker trips to third-party fleets like TNCs & Taxis through a unified platform. For DPTC, we will comingle with the paratransit fleet rather than a third party provider.

Spare has been at the forefront of Open Fleets technology for over five years. The concept emerged from the recognition of dispatching opportunities for all vehicles on the road, inspiring the company's name, "Spare." Initially focused on dedicated vehicles, Spare expanded its scope to include "bookable vehicles," aiming to reach 95% coverage of all available vehicles.

Spare's innovative Open Fleets module stands apart in its maturity and proven track record, having evolved over years of development and successfully powering **over 1 million trips in 2023 alone**. Unlike other vendors today with nascent functionality, Spare's Open Fleets is a robust, multi-faceted solution designed to effortlessly integrate non-dedicated service providers (NDSPs) with the same capabilities and privileges as dedicated service providers (DSPs) within a single, centralized software platform.

Effortless Integration and Rapid Setup

Our infrastructure allows for the rapid development of new integrations via a 'plug and play' model, reducing integration time from months or years to mere weeks. For existing Open Fleets available in the City's region, **setup takes minutes**—a true testament to the way Spare has built Open Fleets. This efficiency not only drives substantial cost savings, as evidenced by Collin County Transit's ability to **reduce cost per ride by 52%** since launching in January 2022, but also enhances on-time performance (OTP) and significantly reduces rider wait times.

Figure: Example of Uber setup steps using Open Fleets

Automated and Customizable Operations

Open Fleets automates every step of the process, from reservation and scheduling to dispatching, management, and billing, eliminating cumbersome and error-prone manual processes. This has downhill effects on riders as well, ensuring the City's visibility into trip operations extends to trip notifications and rider communication.

Before Open Fleets	After Open Fleets
Integrating with fleet provider software was challenging and time-consuming.	Integration process for a new Open Fleet now takes weeks rather than months, and hours for existing Open Fleets.

Before Open Fleets	After Open Fleets
• Repetitive, manual tasks persisted despite the invention of computers. • Complex setup required extensive time and resources. • Limited capabilities and functionalities available out-of-the-box. • Matching supply with demand or filling service gaps was cumbersome. • Third-party brokered trips are difficult and cumbersome to keep track of. • Third-party brokered trips may cause poor rider experience.	• Spare's Open Fleets architecture eliminates repetition. • Plug-and-play model simplifies integration, reducing complexity. • Open Fleets offers a wide range of capabilities, including live trip monitoring, scheduling, automated dispatch, and reporting. • Open Fleets swiftly matches supply with demand, improving community service. • Open Fleets centralized all trips, regardless of the provider, in one, intuitive agency-view. • Open Fleets makes unification of trip management possible so that riders can call one number to inquire about trips.

Spare's Open Fleet technology brings unparalleled customizability and backend logic for the City to configure how to distribute supply between dedicated and non-dedicated service providers. This flexibility, also known as **Intelligent Trip Brokering**, improves rider wait times, reduces deadheading on dedicated fleets, lowers operational costs, and ultimately creates a more efficient system overall.

The City can dictate how Spare Engine intelligently dispatches based on your business goals, resulting in delivering exceptional experiences to their riders while reducing costs. Some of the following capabilities are already leveraged today at other leading agencies:

Fleet Priorities: Agencies can designate priorities for different fleets within Spare. For instance, Collin County Transit reserves its dedicated vehicles for bookings made up to 7 days in advance, ensuring they are filled first before utilizing Lyft for overflow and same-day service.

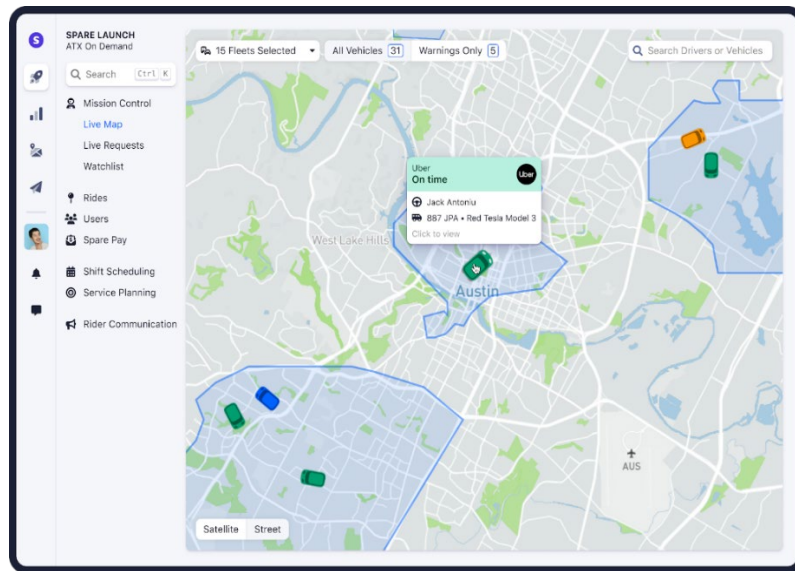
Wait Time Thresholds: Agencies can establish wait time limits to dictate when a trip should be dispatched. For example, DART GoLink dispatches Uber trips only if the wait time for a dedicated vehicle exceeds 10 minutes, effectively balancing wait times and costs.

Cost Threshold and Guaranteed Minimums: The City can configure a minimum number of trips that need to be dispatched to a provider based on any existing contracts. A cost threshold can also be configured which enables prioritizing the lower cost NDSPs.

Fare Sharing Model: Spare enables agencies to implement a fare-sharing model to manage costs. SouthWest Transit in Eden Prairie, Minnesota, caps the subsidy for Lyft trips to outlying areas. If the trip fare surpasses the subsidy, the rider covers the remaining cost.

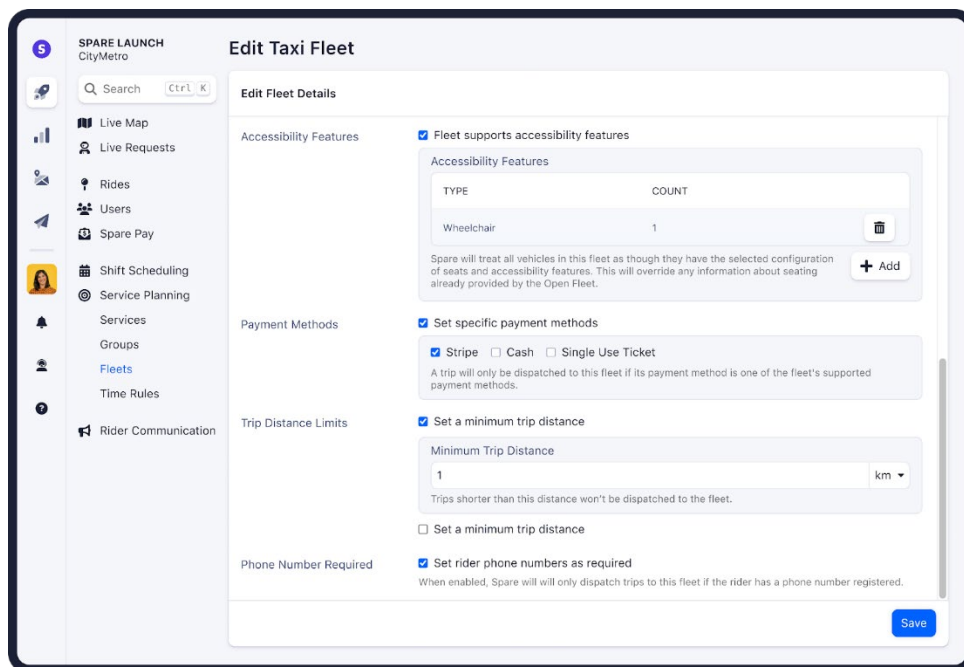
Fleet Limits: Agencies can impose limits on fleet usage based on factors like accessibility features, payment methods, trip distance, cost and more. PSTA utilizes fleet limits to optimize trip distribution among different providers, dispatching trips based on maximum distance limits set for each provider.

Centralized Management and Real-Time Analytics



By managing all operations from a single, centralized platform, Spare ensures consistency and ease of use for dispatchers and administrators. Additionally, our system provides real-time data and analytics, facilitating dynamic decision-making and optimal fleet usage.

Due to the nature of Open Fleets, our transit partners such as Pinellas Suncoast Transit Authority (PSTA) and Bayway County in Florida all benefit from the ability to eliminate manual, disjointed data from multiple systems and surface key rider data such as pickup/drop off information, addresses and more – critical to helping aid in access funding and reporting to the National Transit Database.



PSTA is a shining example of a successful Open Fleets integration. Through Spare's Open Fleets, PSTA integrated six fleet providers into the Spare Platform, facilitating over 2,000 paratransit trips per day across Transdev, Uzuuv, Wheelchair Transport, United Taxi, Uber, and Lyft. The introduction of the Rider app led to a **remarkable 147% increase** in app usage, significantly reducing overall call time to their call center.

Similarly, Dallas Area Rapid Transit (DART) leveraged Spare's Open Fleets to broker millions of microtransit trips on its GoLink service. As one of the first true Mobility as a Service (MaaS) experiences in the United States, GoLink allows for seamless integration of NDSPs, such as Uber and Lyft, with DART's existing fleet. This integration improved operational efficiency by dynamically dispatching trips based on real-time demand, leading to reduced wait times and enhanced rider satisfaction. The ability to broker trips across multiple providers has not only increased the capacity to handle peak demand periods but also provided riders with more options and flexibility. Consequently, DART achieved significant cost reductions while improving service efficiency, **reducing the cost per trip to \$13**.

Security and Reliability

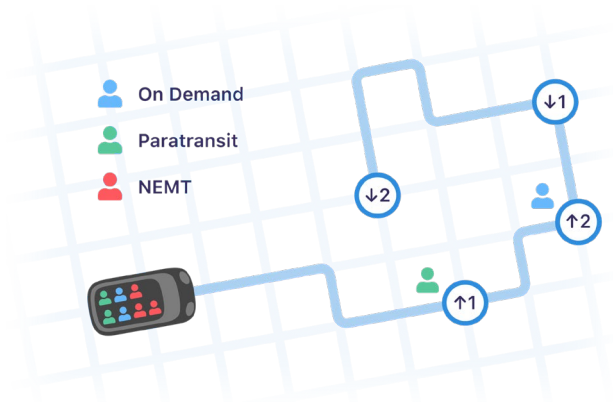
Spare's Open Fleets module includes a sophisticated fraud detection algorithm that identifies potential offenders, ensuring secure and reliable service for all users. This proactive approach to security helps maintain the integrity of the transit system and builds trust with riders.

By leveraging Spare's Open Fleets, the City can unlock unparalleled operational efficiencies, deliver an exceptional rider experience, and maintain complete control and visibility over mixed fleet operations. Choose Spare to drive your transit solutions into the future, maximizing your resources and exceeding your performance goals.

Commingling

Spare's platform is uniquely equipped to support commingled operations, enabling microtransit and paratransit trips to be served by a unified fleet. This approach allows the City to deliver flexible, curb-to-curb service to all eligible riders while maximizing vehicle productivity and reducing service duplication. By intelligently combining general public and ADA trip demand, Spare helps agencies streamline operations, enhance service coverage, and deliver a more inclusive rider experience.

Through our commingling capabilities, Spare enables the City to consolidate microtransit and paratransit demand into a single fleet and service model, reducing duplication and allowing ADA and non-ADA trips to be fulfilled on the same vehicle when appropriate. This allows Decatur to:



- Improve vehicle utilization and reduce empty vehicle miles;
- Serve more trips with fewer vehicles, supporting fiscal sustainability;
- Simplify rider experience by eliminating the need for separate systems or processes for ADA and general public riders.

Spare supports **phased implementation** of commingling—agencies may initially operate distinct services and enable commingling as demand or conditions evolve. This offers the City maximum flexibility to scale operations in alignment with performance, rider feedback, and policy direction.

Proven Results

Spare has successfully launched commingled services in multiple communities, including **Lubbock, Texas**, where we combined ADA paratransit and general public microtransit into a unified fleet. In Lubbock, this led to operational **savings of up to 30%** while maintaining compliance with ADA regulations and improving overall service coverage.

Spare has also commingled microtransit and paratransit services in:

- **Durham, NC**, where our platform supports a shared-ride, real-time environment across ADA and general public users;
- **Collin County, TX**, where we worked with DART and multiple municipalities to optimize demand-responsive services for multiple rider types within a single platform.

With **over 3 million trips** dispatched to taxi and NEMT providers and direct integrations with operators like **UZURV, MTI, Jagwire, iCabbi, Uber, and Lyft**, Spare has unmatched experience in real-world commingled deployments.

This experience ensures that Decatur's service will be **cost-effective, ADA-compliant, and scalable**—ready to meet demand now and in the future.

Rural Operational Understanding

Rural regions have to overcome a variety of unique challenges such as: wait times and coverage, optimization and pooling, coordination of programs/services, financing, lack of connection for devices and inaccurate road maps. We have proven experience overcoming these challenges with our partners to offer efficient, affordable and reliable transportation for all.

Spare is not solely an urban platform—we have successfully designed and supported microtransit solutions across a wide range of rural and semi-rural communities, helping agencies address the unique operational and logistical challenges these areas face. Our platform has enabled agencies like **C-TRAN (WA), Citibus (TX), Durham Region Transit (ON), and Twin Transit (WA)** to expand coverage and increase trip volume without expanding fleet size. In Twin Transit's case, the introduction of Spare led to a **70% increase in completed rides** within the first six months of service, while maintaining a small, fixed fleet.



These deployments demonstrate our ability to deliver cost-effective, flexible, and reliable rural transit solutions that improve access and rider experience, even in the most challenging operating environments.

Common challenges we see when expanding operations of demand response services within rural communities include:

Challenge	Spare's Approach & Experience
Pooling and optimization	Communities lacking density often face trip pooling and optimization challenges as the single, biggest challenge. High trip distances reduce vehicle capacity to service other trips. Solving this challenge is less a technology distinction and more a focus on SLA configuration, such as: • Time Rules: Time Rules dictate the operating hours for each Zone in your Service. This means that the pickup time of a trip request must always fall within the time rules you set for the zone the trip is being booked to. The system will not allow for a pickup time to fall outside of the selected time rules. • Commingling: Commingling enables riders of different on-demand services to share the same fleet and operators. Spare's commingling expertise is proven-over 30 of our existing services ranging from Citibus (Lubbock, Texas) to Milton Transit (Ontario, Canada), and StarTran (Lincoln, Nebraska) leverage our advanced commingling capabilities to integrate on-demand and ADA demand response services, effectively allocating resources with multi-zone fleets, and to create bespoke configurations for different rider groups with varying needs. Spare pioneered commingling in 2020-through commingling, our partner Citibus in Lubbock, TX saves \$3.80 for every \$1 spent. By commingling different passenger types into a single vehicle, you'll see significant cost savings, while maximizing resources and service availability.
Financing	Regions with low population density face challenges with constructing and maintaining transportation systems due to a smaller pool of local tax payers to finance transit projects. Many of Spare's existing long-term partnerships with transit agencies have stemmed from the federal competitive grants process. For example, Spare works with our agency partners to identify suitable funding, which can be turned into funds for services, such as the case with our partnership with DART on their GoLink service.

Challenge	Spare's Approach & Experience
Coordination of Programs and Services	Rural communities often face challenges related to fragmentation and duplication of services among different programs. This lack of coordination among local and State agencies can lead to inefficient use of limited fleet resources. Spare's approach to solving this coordination challenge is through a two-pronged approach: 1. Through our modern transit technology - discussed in the paragraphs below. 2. Through a quarterly regional inter-agency meeting cadence facilitated by Spare's Project Manager. Spare platform offers a modern transit technology to help with scheduling, routing and pooling to create increasingly efficient demand response service in expanding areas. Spare can offer a seamless rider journey for riders. The existing approach is disjointed. With Spare, the City can do long distance trips and demand response, allowing riders to have greater access and flexibility to multiple rural transit options: • Rider pooling - Spare's demand response solution matches multiple riders headed in a similar direction into a smaller, single vehicle. The backend algorithm calculates the routing that allows for quick and efficient shared trips without long detours or ill-timed fixed route schedules, which improves the rider experience while lowering operating expenses. • Simplify dispatching - Help reduce reservationist time spent per booking with built-in functions to manage your system. • Reduce deadhead - Allow the City to isolate long-distance and shorter, urban trips to optimize your fleet in tough-to-service rural areas. • Increase dispatcher capacity by providing self-service options through the web and app. • Increase PPVH - Connect riders in more rural areas to city-bound transit hubs. • Do more with less through commingling - by commingling multiple services this can help maximize dedicated fleet capacity. • Phased approach - Take the time to slowly expand service in low density areas to iterate on service parameters to ensure coordination at each phase of service expansion. • Shared knowledge - Facilitate strong knowledge sharing within different agencies and increased collaboration due to being on the same technology platform.

Challenge	Spare's Approach & Experience
Lack of connection for driver devices	Mobile coverage and connectivity can pose problems in rural areas where connections are spotty. Spare recommends signal boosters to increase network connectivity for operator devices. We recommend the City look into vendors such as weboost, who provide U.S.-made cell signal boosters for vehicles: https://www.weboost.com/boosters/vehicle-car
Inaccurate Road Maps	Rural communities often have missing or outdated GPS roadmaps. Spare leverages OpenStreetMap and have worked with our transit partners to add these roads to Google Maps and the Spare platform. We worked with our client Twin Transit in Washington where there were back roads and newer roads missing from the OpenStreet Maps. We added the new roads that weren't in OpenStreet Maps in a matter of hours - providing additional backroads so that vehicle navigation would be more efficient. This capability is extremely beneficial in rural/remote areas to manually add missing roads to the mapping system.

Description of any capabilities or items not being fully fulfilled

There are currently no capabilities or items no being fully fulfilled by Spare and MV.

4. Software Upgrades and Maintenance Plan

Contractor shall describe system maintenance, update, and upgrade approach.

System Maintenance, Update, and Upgrade Approach

Spare's SaaS solution and technical infrastructure is hosted on the Google Cloud Platform in North America. SaaS facilitates remote application hosting and delivery, making this the key advantage of SaaS: **painless application access**. Unlike legacy software platforms (i.e. used by paratransit), customers who use SaaS have no hardware or software to install, maintain, or upgrade. Access to these applications is easy and secure, requiring only an internet connection. All of Spare's information systems that process, store, or transfer confidential data are defined in our Data Management Policy, and apply to all employees and external parties with access to Spare's engineering networks and system resources. We closely follow our security policies, and with Spare being SOC 2 and privacy-compliant, we strive to achieve the highest standards for security compliance for all of our transit partners.

The City will always receive the latest version of Spare's SaaS platform throughout the entire contract duration. Spare does not operate on warranty—we continuously deliver software updates to our customers. We do this by only maintaining a single version of the software at any given time. By reducing the maintenance burden, Spare is able to deliver software faster and provide more value to our customers. These upgrades are included in our pricing and come at no additional cost.

5. Upgrade Process

Contractor shall describe difference in processes and the cost associated with upgrades (if any).

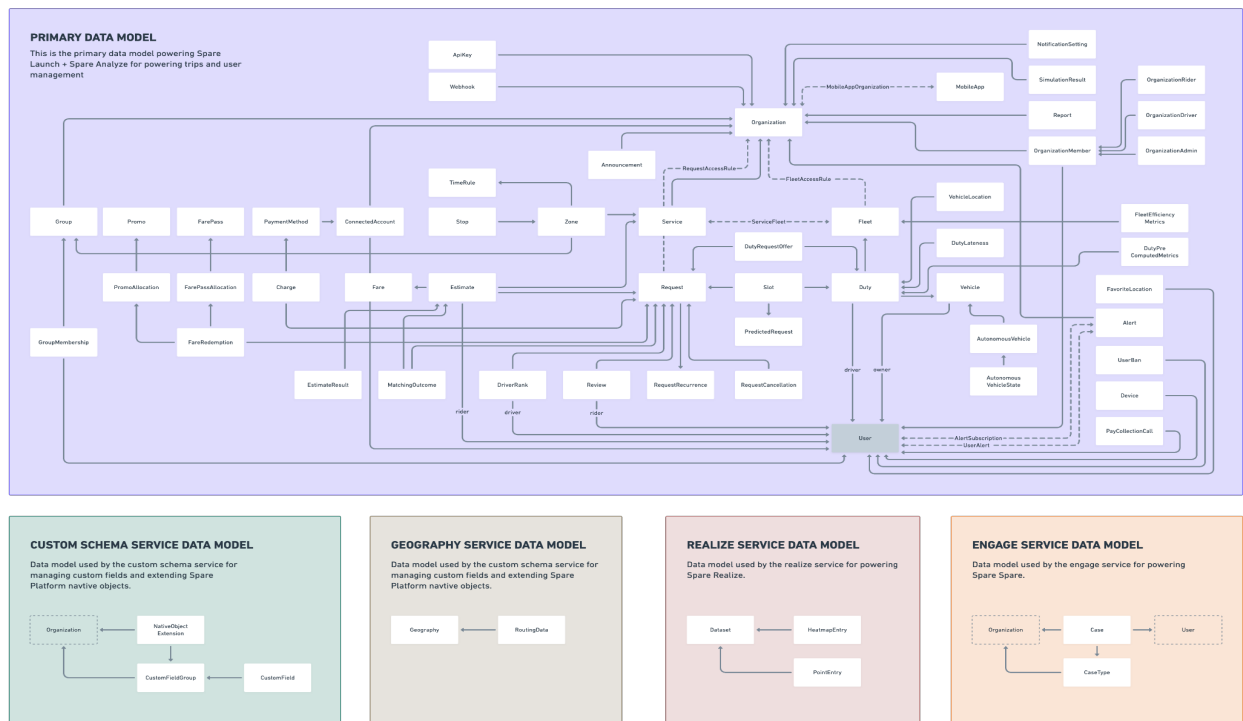
There are no differences or costs associated with upgrades. Please see the above section for more information on upgrades.

6. Database Architecture

Contractor shall provide a copy of the database architecture.

Database Architecture (System Diagram)

 Spare Data Entity Model



7. Testing Process

Contractor shall identify user-modifiable weighting factors and the process for testing and calibrating adjustments to achieve operational performance objectives.

User-Modifiable Weighting Factors and Calibration Process

Spare's optimization engine includes user-configurable weighting factors that control how the platform balances competing operational objectives, such as minimizing wait time, ride time, vehicle deadhead, and maximizing pooling efficiency. These weighting factors are fully modifiable by the Spare team in collaboration with the City and operator (e.g., MV), allowing for fine-tuning to meet local service goals.

Spare facilitates a calibration period during implementation, during which default system settings are tested against actual service conditions. We evaluate whether current optimization parameters achieve the intended outcomes (e.g., acceptable on-time performance, ride durations, vehicle productivity) through live data monitoring and stakeholder feedback. Adjustments can then be made iteratively in partnership with the City, using Spare Analytics to validate performance improvements. This process continues post-launch, ensuring the system remains responsive to evolving service patterns and performance targets.

8. Customer Notification Services

8. Contractors shall provide customer notification mechanisms for the city to consider.

Customer Notification Mechanisms

Spare provides a comprehensive suite of rider notification tools to keep customers informed throughout their trip experience. Riders receive real-time updates via the Spare Rider app, SMS text, email, or automated phone calls based on their communication preferences. Notifications include:

- Trip confirmation and upcoming ride reminders
- Vehicle en route and estimated time of arrival (ETA)
- Arrival alerts when the vehicle is approaching
- Delay notifications if a trip is running late
- Cancellation or rescheduling confirmations
- Optional in-app push notifications for service alerts or custom messages from the agency

Notifications are fully configurable, allowing the City to determine which alerts are enabled, how they are delivered, and under what conditions. These features are designed to improve rider confidence, reduce no-shows, and minimize the need for manual status inquiries.



4.0 CUSTOMER EXPERIENCE

Transportation as a Service (TaaS) Microtransit



4.0 Customer Experience

1. Customer Facing Technology

1. Contractor shall describe how the cloud-based SaaS platform works from a customer perspective. This may be presented as a narrative with links to existing customer interfaces.

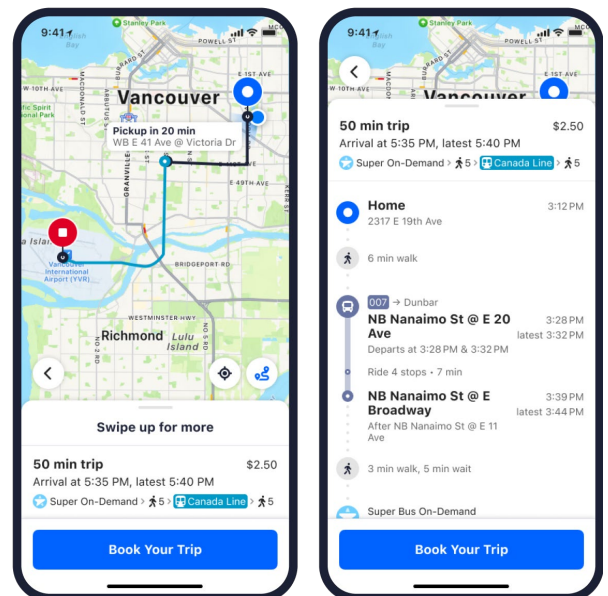
See It All: Viewing the Complete Trip with Spare Multimodal

Every city and region is different. Even when high-quality, high-frequency transit is available, residents living farther away from transit hubs do not have the same access to the established infrastructure. Spare's vision is to make every ride possible, so that transit is accessible. Our platform's multimodal planning solution offers many advantages that traditional multimodal solutions do not, including increased effective first and last-mile connectivity.

Spare Rider can present multiple travel modes and manage entire journeys, not just individual trips. Riders can view multimodal options (fixed route and on-demand) in Spare Rider, resulting in an integrated transit experience for riders that's connected, not fragmented. In addition, Spare supports GTFS-RT, an extension of GTFS, which brings real-time trip data to riders taking their multimodal journey. This allows for better integration of services where riders can seamlessly transfer from agency vehicles to conventional transit service and back again, based on their abilities and with confidence in the timing of their connections.

Spare platform is purpose-built to support open standards such as GOFS and GTFS-Flex. As a paratransit, on-demand, and any demand response service provider, Spare is the only mobility management platform offering a public-facing API to enable partners to develop complementary solutions.

Spare Multimodal gives riders the information they need to choose the right journey for them. Key features and benefits include:



Features	Why They Matter
First and Last-Mile Transit	Spare's planning solution assists riders at both ends of their journey. While many solutions on the market only enable first-mile journeys, Spare's trip planner can be configured so that a vehicle is waiting to collect a rider from a fixed route stop to complete their journey seamlessly.
Complete End to End Journey Planning	Unlike some solutions that only provide fixed route options within the microtransit service zone, Spare's multimodal trip planning solution provides details on all transfers required until the final destination, even if it falls outside the microtransit service zone.
Guarantee Connections to High-Frequency Transit Hubs	Spare guarantees connections by routing rides through high-frequency transit hubs. Within these travel hubs, not all fixed route stops are suited for on-demand transfers. This is not the case with Spare Platform. To make the passenger experience as smooth as possible, Spare platform allows agencies to designate specific stops as a 'Transit Hub'. Riders can connect between a fixed route service to a requested, on-demand vehicle to increase the accuracy and user experience of their transit connection.
Walking Directions to the Exact Location	Spare's user-friendly multimodal app interface ensures riders have walking directions to the exact location for fixed route connection. For example, in a bus loop with many bus bays, the Spare Rider app directs the rider to the correct bay to meet their fixed route connection. The accuracy and precision of this capability helps eliminate confusion and overall timing, resulting in a better passenger experience.

2. Comparable Projects

2. Contractor shall describe relevant TaaS deployments that are comparable and information about experiences with staffing, obtaining vehicles, operations, safety, performance, customer experiences, and web portal links to operating examples.

Project Examples

Charlotte Area Transit System (CATS)

Charlotte, NC

In partnership with MV, Charlotte Area Transit System (CATS) launched a new microtransit service powered by Spare to bring flexibility, accessibility, and convenience to riders in the region's northern towns. This innovative transit solution provides on-demand, first- and last-mile connections to key destinations, including light rail stations, workplaces, and local amenities—eliminating the need for rigid schedules.

The service represents the first phase of a larger mobility transformation, paving the way for expanded microtransit solutions across Charlotte. Developed in collaboration with My Little Helper, a local Disadvantaged Business Enterprise (DBE) handling 40% of operations, and MV Transportation, which oversees service delivery, this initiative highlights CATS's commitment to innovation, equity, and community-driven transit solutions.

Using the CATSPass app, riders can seamlessly plan trips, book rides, and connect to transit hubs. By integrating technology with local partnerships and operational expertise, the project aims to create a rider-first experience that enhances regional connectivity.

Results: The launch of CATS's microtransit service has already delivered tangible benefits for riders and the broader community. By providing seamless first- and last-mile connections, the service enhances accessibility to key destinations such as light rail stations, workplaces, and local amenities. The integration of the CATSPass app allows riders to plan and book trips effortlessly, improving the overall user experience. Additionally, the partnership with My Little Helper and MV Transportation demonstrates a community-driven approach, fostering economic opportunities for local businesses while ensuring efficient service delivery. As the first phase of a larger mobility vision, this initiative establishes a scalable foundation for future expansion across the Charlotte region. Most importantly, the project highlights CATS's commitment to innovation, equity, and rider-first transit solutions, setting a new standard for flexible, technology-driven transportation.

Roseville County Transit

Auburn, CA

In August 2022, the City of Roseville partnered with Spare Labs and MV to modernize its transit network through the "Go South Placer" initiative. This collaboration aimed to integrate Roseville Transit's microtransit and ADA paratransit services into a unified, app-based on-demand system. Leveraging Spare's platform, the city was able to provide a streamlined rider experience with centralized booking, real-time routing, and operational coordination across service types. The transition was designed to improve service delivery, reduce administrative burden, and enhance accessibility for the community.

Results: Since the implementation of Spare's platform, Roseville has experienced a notable transformation in how transit services are delivered and used. Riders quickly adopted the

app-based system, reducing reliance on phone-based reservations and increasing self-service capabilities. The integration of all services under one digital interface not only simplified the user experience but also introduced operational efficiencies by consolidating scheduling and dispatch. These improvements led to increased flexibility in service delivery, allowing real-time adjustments and optimizing vehicle usage. Overall, the unified approach brought greater consistency, improved accessibility, and helped Roseville offer a more responsive and cost-effective transit solution.

Please see the section 4 below for the login information to a SpareLabs demo.

3. Web Portal Capabilities

3. Contractor shall describe how the web portal or website works from a customer perspective. This may be presented in narrative form with links to existing customer interfaces.

Spare Rider Web: Web Booker

Designed to mirror the functionality of the Spare Rider app, Spare Rider Web is the customer-facing app that allows riders who prefer to book trips in a web portal or do not have access to a smartphone to register, plan, book and pay for their trips. Riders can receive trip details by email, SMS, or in-app push notifications.

Calling In to a Reservationist

The screenshot displays the Spare Rider Web interface. On the left, a map of Oslo is shown with a pickup location marked at 1234 Main St. Below the map, a list of transportation options is provided:

- Access Paratransit**: 10:33 AM - 10:41 AM arrival, \$3.50
- Taxi**: 10:23 AM - 10:31 AM arrival, \$3.50
- Lyft**: 10:13 AM - 10:21 AM arrival, \$8.50

Below the list, there are options for the number of riders (1 Rider), accessibility (Accessibility), and a button to "Select Access Paratransit".

On the right, a detailed booking form is shown. The "Pickup Location" is set to "Vancouver International Airport - 3211 Grant McConachie Way, I". The "Dropoff Location" is set to "3211 Grant McConachie Way, Vancouver International Airport (YVR), Richmond, BC V7B 0A4, Canada". The "Leave Time" is set to "Leave as soon as possible". The "Schedule request to leave at" and "Schedule request to arrive by" fields are available for selection. The "Passengers (maximum total 20)" section includes checkboxes for Adult, Senior, Student, and Personal Care Attendant, each with a corresponding count field. The "Trip Details" section shows the trip type as "Microtransit multi-modal" with a cost of \$3.15. It also provides estimated pickup and dropoff times, along with a map of the trip route.

Riders using the on-demand service can opt to call in to a reservationist. While the agent is on the phone with the rider, not only can they book trips for the rider but also provide real time

updates, including ETA of the vehicle, vehicle type, operator name, expected duration of the trip and more. Through Spare's Delayed/Early Trip Notifications, these riders who tend to book Spare-powered services over the phone will receive ETA updates through the phone as well. This feature paints an accurate picture to riders who book through calling in without having to contact administrators to find out where a late ride is-saving time for dispatchers and providing more peace of mind for riders.

Spare has created an easy to use and a highly intuitive visual interface that helps dispatchers and booking agents be more efficient in their day-to-day interactions of operating a service. This enables them to provide reliable information to a customer. They can confirm ETA and operator/vehicle information immediately, which is valuable in real time booking scenarios. This includes:

- Trip estimates displayed in seconds
- More than 50% reduction in reservation time - Spare replaced Paraplan's paratransit software and since then, our partner agency Cheyenne Transit Program (CTP) in Wyoming has noted that Spare's call center capabilities are built in such a user intuitive way that they are seeing a 50% reduction in time spent on calls when reserving trips
- Visual map validation of pickup and drop-off points
- Automatic checks to ensure geographical location and pick up/drop-off time is within the parameters set by the agency
- Rider Type, Accessibility features and Notes can be saved to the rider profile and auto filled so that information does not need not be entered twice
- Save time searching for addresses when booking a trip - recent address suggestions will appear in the address bar based on the rider's recent trips and frequently visited locations. Your dispatchers can spend less time on the phone searching for a particular address which is a better experience for them and your riders.

4. Login Credentials

4. The Contractor shall provide a guest login and password so the city staff can log in to an existing comparable cloud-based SaaS platform and TaaS operation and examine how it functions from a customer perspective.

Access the Spare platform using the following link and credentials:

Organization: Decatur Demo Transit System

Link: <https://platform.sparelabs.com/49456/>

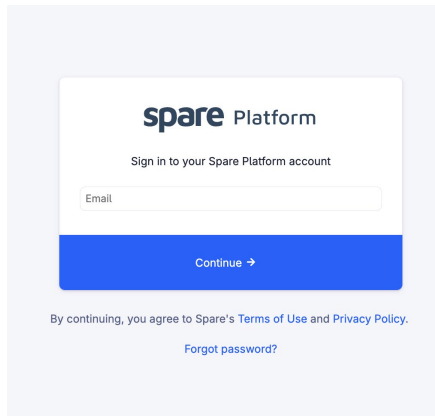
Email: SpareLabsTemporary@proton.me

Password: TemporaryPasswordDecatur1!

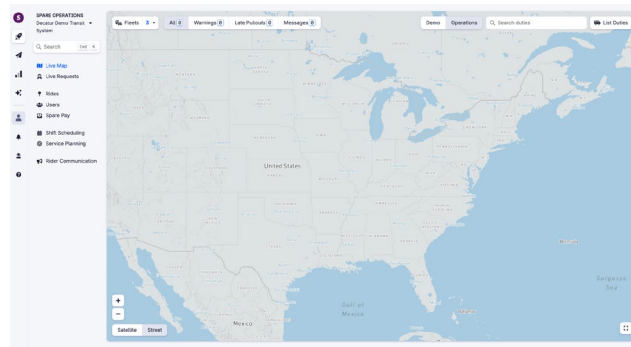


Instructions

Upon clicking the link above you should be presented with the following login screen:



Use the email and password provided above to login. Upon login you will be directed to Spare's Operations homepage:



5. Materials and Instructions

5. Contractors shall also include any materials/instructions they provide to customers for proposed software that is already deployed elsewhere.

MV acknowledges this requirement and if awarded the contract, will provide any materials to the City of Decatur for Spare deployment.

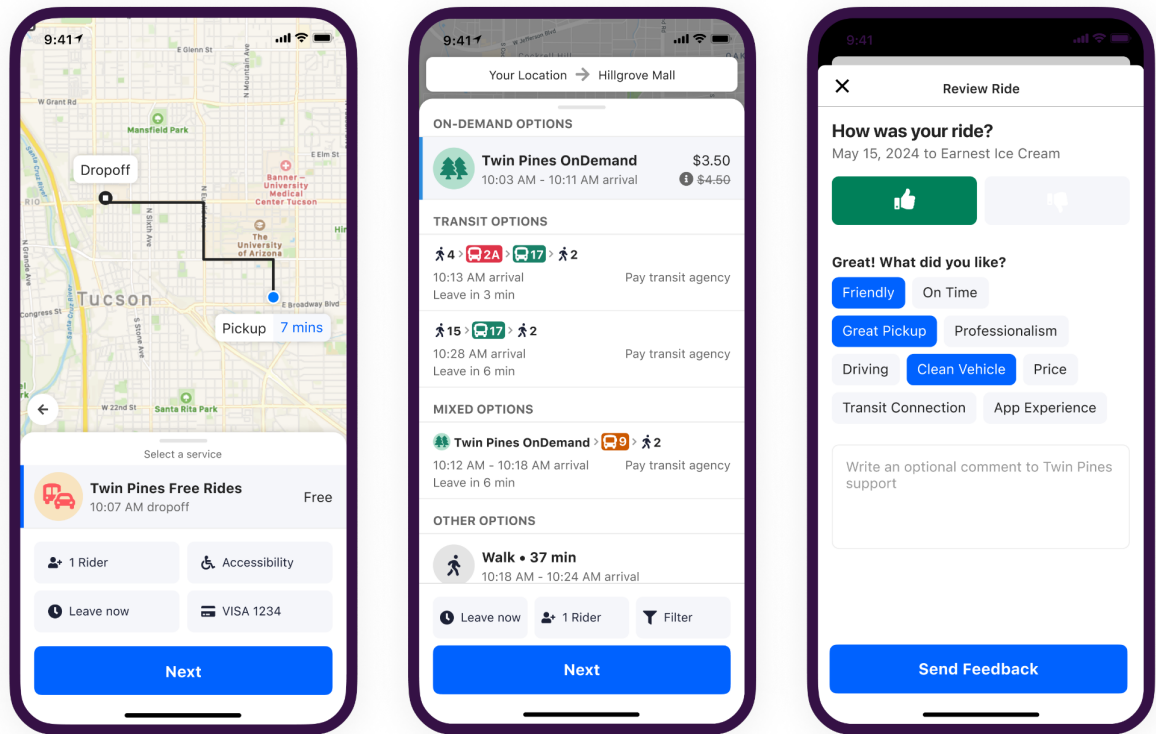
6. Customizations Available

6. Contractor shall include a description or narrative on all customizations available to the city for their mobile application.



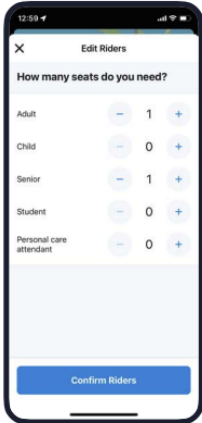
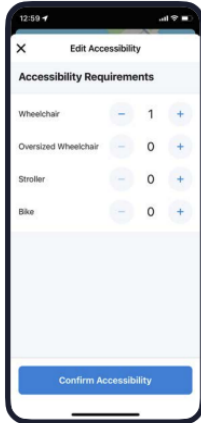
Spare Rider App: Mobile Application

Free to download for any rider, the Spare Rider app's sleek user interface and intuitive one-tap booking process, allows riders to plan, book, and pay for rides through transit services powered by Spare Platform.



The City will receive a white labeled/branded Spare Rider app, giving passengers a cohesive customer experience across all your transit services. Key features and benefits include:

Feature	Why they matter
Real-Time Trip Notifications and Vehicle ETA	Riders receive real-time updates on vehicle location and trip status, keeping them informed at every step of their journey. This includes operator ETA, pick-up and drop-off locations, and detailed vehicle information such as license plate, make, and color. This feature ensures riders have all the information they need for a smooth and reliable experience.
Accessibility Options	Transit access is crucial for those who rely on public transportation, especially older adults, low-income individuals, and people with disabilities. The Spare Rider app supports iOS and Android accessibility features, including live text-to-voice, ensuring that all riders, regardless of impairment, have equal access to on-demand transit. For administrators, the accessibility options list is fully customizable by the City, allowing easy configuration of features such as

Feature	Why they matter
	wheelchair accessibility, small child accommodations, door-to-door service, and more.  Add riders Reserve extra seats for everyone who's traveling. You can choose which rider types you want to support on your services. Fares can be set independently for each rider type.  Add accessibility features Add any accessibility requirements. Riders will only be matched to vehicles that can support their needs.



5.0 BACK END ADMINISTRATION

Transportation as a Service (TaaS) Microtransit

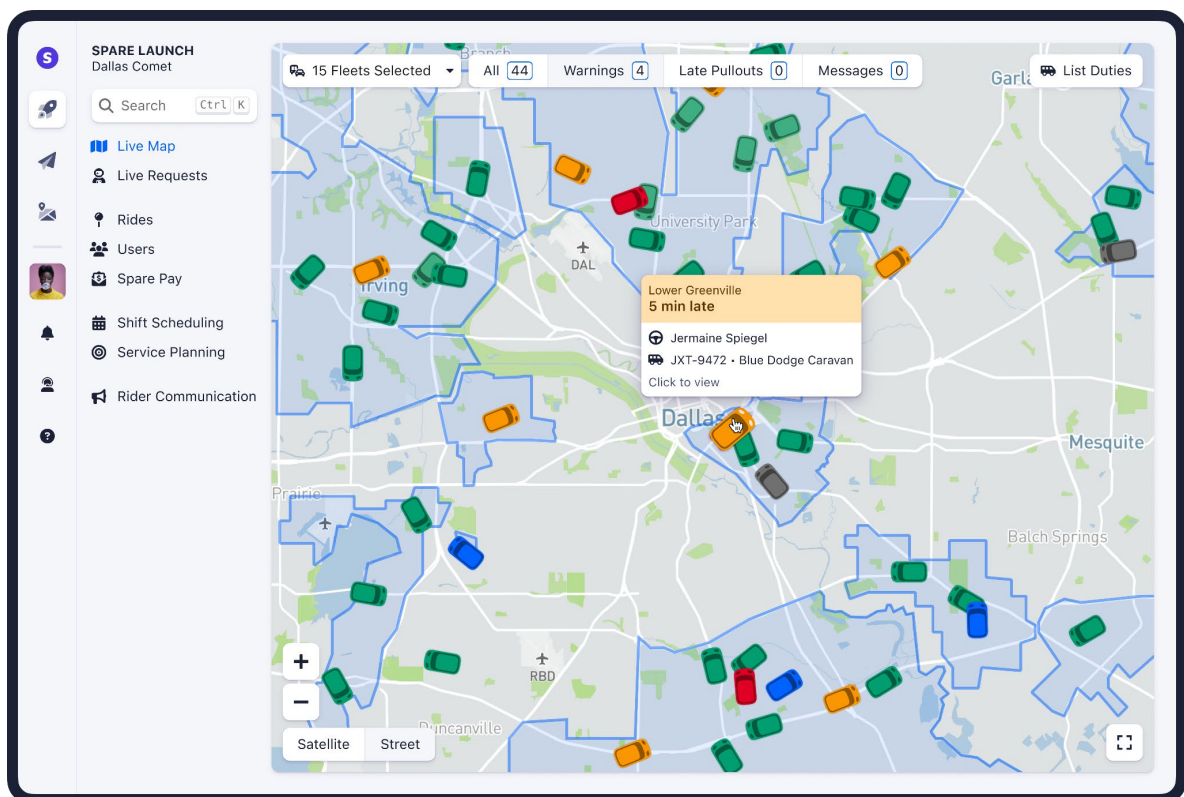


5.0 Back End Administration

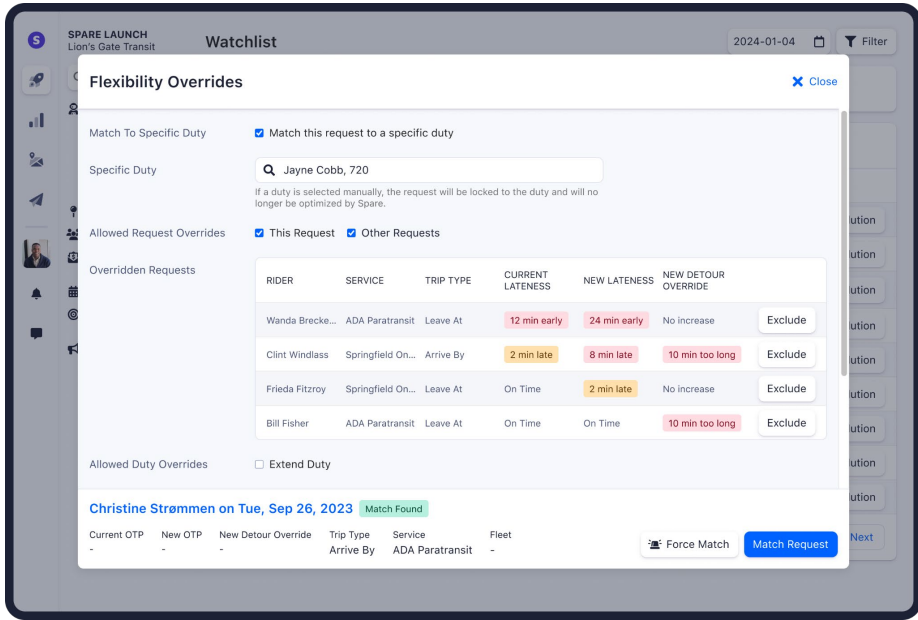
1. Administrative Management Functions

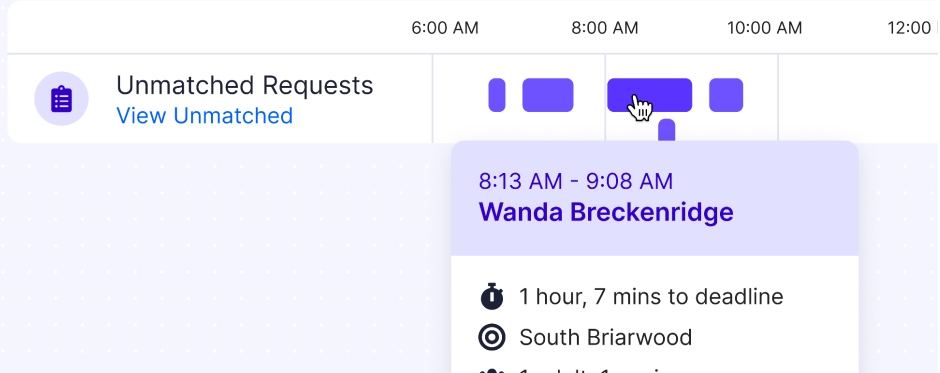
1. Contractor shall describe how the software achieves administrative and management functions and objectives. This may be presented in narrative form with a link to existing customer interfaces.

Operations

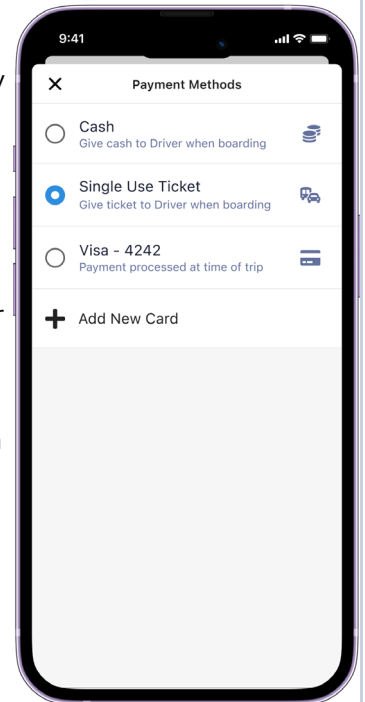


Spare Operations is your mission control center for microtransit operations. This is where Spare will ensure the City is set up to run and monitor your services, as well as other demand response/on-demand services you may want to power using Spare. The City's service planners, dispatchers, schedulers, and administrators can create new service zones, specific transit stop locations, set the operational time limit, set operator shifts, track vehicles, book and schedule trips based on requests, set subscriptions, and much more. On the back-end, Spare Engine automates passenger-to-vehicle matching for maximum efficiency. Our advanced routing technology ensures real-time updates, providing a seamless experience for both riders and operators. Key features and benefits include:

Feature	Why they matter
Live Map	Our Live Map provides dispatchers with a real-time, comprehensive view of the entire fleet's operational status. Dispatchers can swiftly identify vehicles at risk of delays, playback historical vehicle movements and speed to uncover insights, and access detailed data on specific vehicles, including their manifests and scheduled pickups. This enables immediate, data-driven decision-making, allowing dispatchers to intervene manually, when necessary, adjust routes, and mitigate potential service disruptions. The Live Map serves as a critical tool for maintaining operational efficiency and ensuring consistent, on-time performance across the network.
Mission Control & Live Requests	Our system provides real-time performance monitoring with updates every 10 seconds, enabling dispatchers to identify and address operational issues quickly. Dispatchers can manage trips, assign vehicles or operators, adjust duties, and optimize trip matching—all from a single, integrated interface. This centralized command center allows for efficient, streamlined operations, ensuring adjustments can be made rapidly and effectively to maintain service reliability.
Dispatcher Intervention	Spare's Dispatcher Intervention tools empower dispatchers to make real-time, informed decisions that enhance and extend beyond automated processes. In paratransit operations, where adherence to federal no-denial regulations is critical, these tools provide a centralized “hub” for executing manual interventions (see figure below).  The screenshot displays the 'Flexibility Overrides' window in the Spare Launch system. It shows a table of overridden requests with columns for Rider, Service, Trip Type, Current Lateness, New Lateness, and New Detour Override. The table lists four riders: Wanda Brecke, Clint Windlass, Frieda Fitzroy, and Bill Fisher. Each rider's status is color-coded (e.g., 12 min early, 2 min late, On Time, 10 min too long) and includes an 'Exclude' button. The interface also includes checkboxes for 'Match this request to a specific duty', 'This Request', and 'Other Requests', as well as a 'Match Request' button at the bottom. Dispatchers can seamlessly accommodate last-minute trip requests, adjust operator schedules, and respond to real-world conditions, ensuring compliance while maintaining service efficiency. In addition, Spare offers a

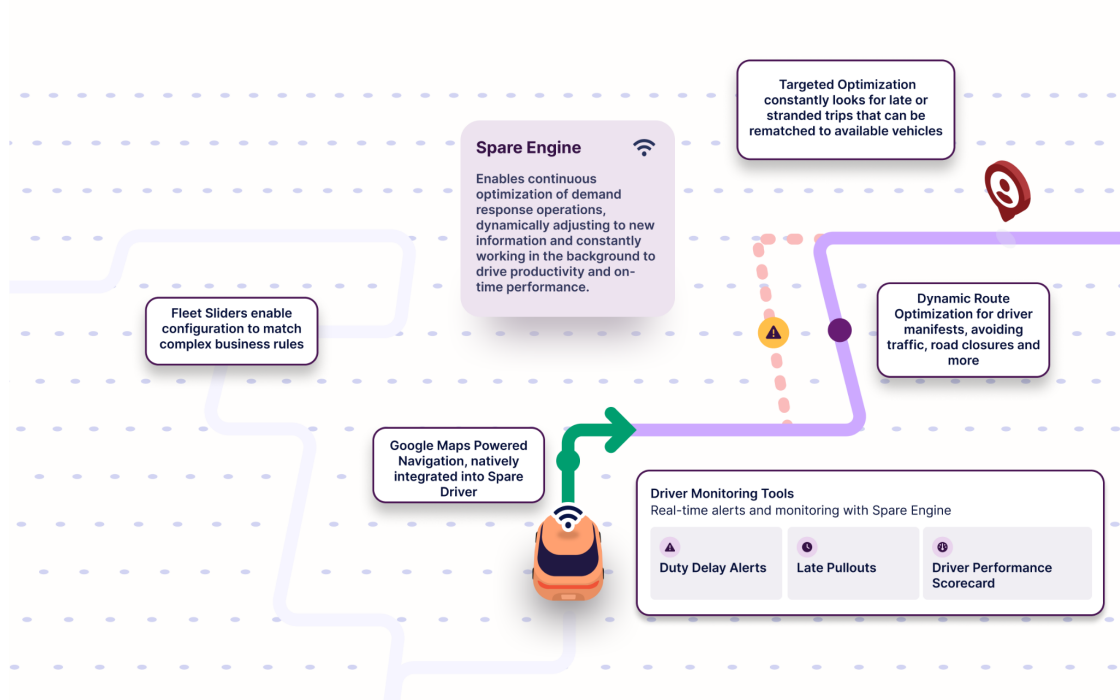
Feature	Why they matter
	quick-fix tool to tackle vehicle breakdowns, enabling dispatch to flag when that happens and allows our engine to automatically reroute trips to keep your service running smoothly.
Unscheduled Trips	 This feature is designed specifically for booking agents to ensure that every trip request is fulfilled. Even when immediate slotting isn't available, the City's team can manually prioritize and allocate trips, allowing the Spare Engine to optimize and find available capacity later. This ensures that no trip request goes unaddressed, providing an additional layer of control and flexibility to meet the demands of your riders while maintaining compliance with service requirements.
Service Setup	Easily launch and configure services with our intuitive zone creation tool, which simplifies the process by removing the need for complex GIS software. The user-friendly interface enables quick adjustments and seamless setup, allowing your team to deploy and modify services with minimal effort. This streamlined approach ensures that your operations remain adaptable and responsive, providing the flexibility needed to meet evolving service demands without technical complexity.
Vehicle Management	Customize and manage your fleet with detailed configurations, including vehicle type, capacity, accessibility features, wait time thresholds, and break policies. Our system provides all the necessary tools to efficiently manage both dedicated fleets and non-dedicated Broker and Taxi fleets, ensuring that the right vehicle is always prepared to meet the specific needs of your service. This comprehensive approach to vehicle management enhances operational efficiency and service reliability.
Driver Management	Streamline operator management by easily adding, updating, or removing profiles. Keep everything organized with straightforward CSV imports and exports, ensuring your operator data is always up-to-date and accessible.

Feature	Why they matter
Managing Rider and Driver Profiles	Easily create and manage detailed profiles with customizable fields, allowing for personalized service. Track preferences and history effortlessly, enhancing the experience for both riders and operators.
Access Privileges	Customize user permissions to control who can access and manage different parts of the system. Our flexible, secure, and scalable approach ensures that your agency maintains the right level of control as it grows.
Custom Mobile Fare Payment: Payments Options with Spare Pay	Spare Pay, our payments feature, streamlines mobile fare payments with many features that create a seamless and secure experience for every touchpoint in the payment process. Our software offers multiple payment methods for the banked and unbanked rider. The City can customize different fare payment types, like tickets, tokens, cash, fixed route monthly transit passes, and more based on your existing options for riders. With our payment method types: • Admins can create custom payment methods and apply these methods to each service • Riders can select payment and method directly from the Rider app • Reservationists have the ability to set default payment methods for riders, helping speed up the booking process by confirming the payment method for each trip In addition, Spare offers a digital fare pass integration that already supports Token Transit, GoPass app and ticketing systems, and this same deep link infrastructure is available for other fare providers. Through our Open API, Spare safely integrates with payment software Stripe, a certified PCI Level 1 service provider that is well known and used around the world. An electronic purchase solution, Stripe supports a variety of payment processors and gateways including but not limited to all major credit cards, debit payments, PayPal, Google Pay etc. Additionally, our open API allows us to partner with any payment solution chosen by the City as long as that solution has an Open API into which we can integrate. If this is a requirement, please let us know so we can begin scoping and discuss any applicable costs.



The Spare Engine

At the core of the Spare platform is the Spare Engine, an advanced algorithmic system designed to optimize demand response operations. This powerful engine addresses key challenges such as manual batch scheduling, inefficient operator manifests, and the inability to adapt to real-time changes, all while significantly boosting OTP.



Spare's engine updates all trip pickups and drop-offs every few seconds. This keeps ETAs accurate and up-to-date. Our system also optimizes trip assignments every few seconds to every few minutes, depending on dynamic system conditions. This ensures a balance between real-time responsiveness and smooth operations.

Spare Engine leverages a proprietary algorithm to analyze thousands of potential matches for each trip request, dynamically adjusting to real-time service constraints. This ensures optimal routing, scheduling, and resource utilization across the entire network. Key features and benefits include:

Feature	Why they matter
GO (Hourly Scheduled Optimization)	Spare's GO feature reorganizes manifests into optimal schedules on a continuous basis. As more bookings come in and cancellations occur, the initial schedule chosen at booking time might no longer be optimal. GO ensures that manifests are continually adjusted to reflect the latest conditions, adhering to the rules and weightings configured by VIA. This allows you to make the most efficient use of your resources, reducing the likelihood of congestion-related delays and improving on-time performance

Feature	Why they matter
	before vehicles even hit the road.
GOLD (Global Optimization of Live Duties)	Once vehicles are live, Spare’s GOLD comes into play. This feature reassesses all active trips every few seconds to every few minutes, redistributing them across operators to optimize real-time vehicle efficiency. For instance, if one operator is falling behind schedule due to traffic or rider delays while another has slack time from cancellations or quicker-than-expected trips, GOLD automatically reassigns future rides to balance workloads. This dynamic adjustment helps keep all operators on track, minimizing delays and maintaining high service levels across areas with diverse demands.
Targeted Optimization	Spare also offers Targeted Optimization, which increases the frequency of routing adjustments from every few minutes to every minute or less, depending on dynamic system conditions. This feature allows the system to seize more opportunities to improve on-time performance, making real-time tweaks as conditions change, ensuring that even in areas with longer travel distances and varied street layouts, the service remains efficient and reliable.

The effectiveness of Spare Engine is evidenced by substantial improvements in operational metrics post-implementation. For instance, Citibus in Lubbock, Texas, experienced an OTP increase from 75% to 94% and expanded its service area to cover 100% of the city limits after switching to Spare and utilizing the GOLD feature. Similarly, CapMetro in Austin, Texas, saw its OTP rise to over 95% during peak hours with the help of Targeted Optimization, compared to 88% with their previous Trapeze-powered system.

2. Examples of Administrative Web Portal

2. Contractor shall provide examples of how the administrative portal or website of their software will look for the city.

Please see section the section above titled “Operations” and section 5.0 of this proposal for more information on the Spare administrative portal and website.

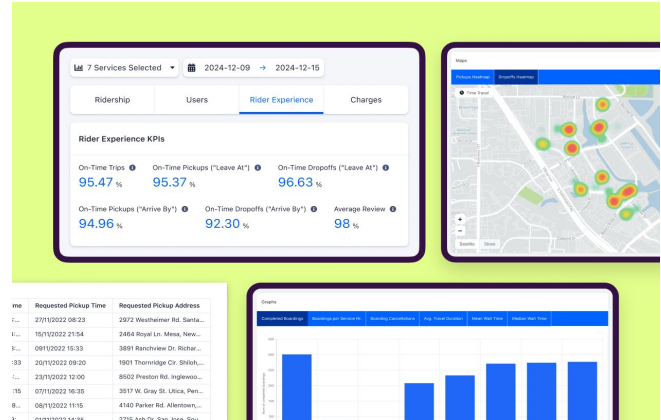
3. Reports and Analytics

3. Reports and analytics, the Contractor shall describe the reporting platform and provide examples of standard reports available and user driven report building capabilities.

Reports and Analytics

Spare Analytics is a powerful reporting and analytics suite that empowers the City to make data-driven decisions in real time. All services on the Spare Platform are continuously monitored and analyzed, with key performance indicators (KPIs) displayed on an intuitive dashboard. The reporting panel allows for easy filtering by date range, service area, service type, and more, enabling quick access to segmented data.

Spare Analytics also offers configurable weekly reports that can be automatically emailed to management, providing an at-a-glance overview of service performance. This feature allows management to easily check key metrics like OTP, operator alerts, and other essential data on their phones or desktops, ensuring they stay informed without needing to log into the system. Additionally, you can subscribe to daily reports via email, keeping your team updated with the latest service insights. Key features and benefits include:



Feature	Why they matter
Custom Reporting	Spare Analytics simplifies your reporting process with customizable and pre-built templates for easy export of service performance reports in Excel format. The City can dive deep into detailed analyses with over 80 columns of ridership data and easily filter this information using tools like Google Sheets or Excel. The Report Templates feature allows you to save your preferred data configurations for quick and efficient access in the future, helping you meet National Transit Database (NTD) requirements with ease.
Service Enhancements	Gain valuable insights into key metrics such as boardings per hour and punctuality through an intuitive KPI dashboard. Spare Analytics helps you identify opportunities for service improvement by analyzing user demographics and peak times, enabling you to make data-driven adjustments that enhance overall performance.
Visualize Data with Heatmaps and Histograms	Easily identify high-demand areas and trends using heatmaps and histograms. These visual tools help you fine-tune routes and service zones, optimizing efficiency and ensuring your resources are deployed where needed most.
Trip Search Analytics	Capture and analyze data on all requested journeys, including those that don't result in a trip, to gain valuable insights into travel patterns.

Feature	Why they matter
	This information is crucial for understanding rider preferences and supports targeted service improvements. Exportable reports allow you to differentiate between on-demand and demand response trips, providing a clear view of how your services are being utilized.
Optional Trip Purpose Tracking	The Spare Rider app can track the purpose of each trip, linking this data to funding sources for detailed reporting. This feature enables you to make informed decisions about fund allocation and service improvements, based on actual user needs and the specific reasons people travel.

4. Guest Login

4. The Contractor shall provide a guest login and password so city staff can log in to an existing comparable cloud-based SaaS platform and examine how it functions from an Administrator and from an Operator perspective.

Please see section 5 of this proposal for Spare login information.



APPENDIX

Transportation as a Service (TaaS) Microtransit



Appendix

Please see the items below following this section:

- Staffing Schedule
- Required Attachments
- Service Analysis performed for this opportunity

STAFFING SCHEDULE

Hours of service	0600 - 2000	0600 - 2000	0600 - 2000	0600 - 2000	0600 - 2000	0600 - 2000	0600 - 2000
Staff Schedule Detail							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
General Manager / Transit Manager Nicholas Standefer	On Call	0800 - 1700	0800 - 1700	0800 - 1700	0800 - 1700	0800 - 1700	On Call
Operations Manager Fixed - Open	On Call	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	On Call
Transit Manager - Lionel Griffith	On Call	0600 - 1500	0600 - 1500	0600 - 1500	0600 - 1500	0600 - 1500	On Call
Safety and Training Manager - Greg Valcica	Off	0900-1800	0900-1800	0900-1800	0900-1800	0900-1800	Off
Payroll Clerk - Linda Bugner	Off	0900-1800	0900-1800	0900-1800	0900-1800	0900-1800	Off
Finance / Accounting Manager - Patricia Abboud	Off	0900-1800	0900-1800	0900-1800	0900-1800	0900-1800	Off
Admin Assistant - Alexandra Hutton	Off	0900-1800	0900-1800	0900-1800	0900-1800	0900-1800	Off
Road Supervisors							
Road Supervisor #1 (Lead RS) -	Off	630-1500	630-1500	630-1500	630-1500	630-1500	Off
RoadSupervisor #2	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300	Off	Off
RoadSupervisor #3	0430 - 1300	0430 - 1300	0430 - 1300	Off	Off	0430 - 1300	0430 - 1300
RoadSupervisor #4	Off	Off	630 - 1:00	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300
RoadSupervisor #5	1000 - 1830	Off	Off	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030
RoadSupervisor #6	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off
RoadSupervisor #7	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off	1200 - 2030	1200 - 2030
Dispatch (Fixed)							
Dispatcher #1 Joni Owens	Off	430-1300	430-1300	430-1300	430-1300	430-1300	Off
Dispatcher #2 Lulu Nixon-Jackson	Off	0830 - 1700	0830 - 1700	0830 - 1700	0830 - 1700	0830 - 1700	Off
Dispatcher #3 Mary Foster	430-1300	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off	430-1300
Dispatcher #4 Nicole Hayes	1200 - 2030	Off	Off	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030
Combos (Paratransit, Microtransit and Rural Service)							
Combo (S+R+CSR) #5 Angela Horges	0530 - 1400	0530 - 1400	0530 - 1400	0530 - 1400	0530 - 1400	Off	Off
Combo (S+R+CSR) #6 Leslie Stanley	Off	Off	1000 - 1830	1000 - 1830	1000 - 1830	1000 - 1830	1000 - 1830
Combo (S+R+CSR) #7 Paula Pumphrey	1000 - 1830	1000 - 1830	Off	Off	1200 - 2030	12:00 - 20:30	12:00 - 20:30
Combo (S+R+CSR) #8	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off	1000 - 1830
Combo (S+R+CSR) /Payroll/Admin clerk	Off	0600 - 1430	0600 - 1430	0600 - 1430	0600 - 1430	0600 - 1430	Off
Utility Workers							
Utility Worker #1	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off
Utility Worker #2	Off	Off	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030

Hours of service M-Sun 0600 - 0030

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Hours of service	0600 - 0030	0600 - 0030	0600 - 0030	0600 - 0030	0600 - 0030	0600 - 0030	0600 - 0030
Staff Schedule Detail							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
General Manager - Nicholas Standefer	On Call	0800 - 1700	0800 - 1700	0800 - 1700	0800 - 1700	0800 - 1700	On Call
Transit Manager - Lionel Griffith	On Call	0600 - 1500	0600 - 1500	0600 - 1500	0600 - 1500	0600 - 1500	On Call
Ops Manager - Fixed	On Call	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	On Call
Admin Assistant - Alexandra Hutton	Off	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	Off
Safety and Training Manager - Greg Valcica	Off	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	Off
Payroll Clerk - Linda Bugner	Off	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	Off
Finance / Accounting Manager - Patricia Abboud	Off	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	0900 - 1800	Off
Road Supervisors							
Road Supervisor #1 (Lead RS Randy Phipps)		0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300	
Road Supervisor #2 - Byron Jackson	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300	0430 - 1300		
Road Supervisor #3 - James Eubanks	0430 - 1300	6:00 - 14:30	6:00 - 14:30			6:00 - 14:30	0430 - 1300
Road Supervisor #4 - Kaleafe Harvard	10:00 - 18:30			10:00 - 18:30	10:00 - 18:30	10:00 - 18:30	10:00 - 18:30
Road Supervisor #5 - Dwite Simmons		1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030	
Road Supervisor #6 - Steve Moore	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30		
Road Supervisor #7 - Assan Sarr	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off	16:00 - 00:30	16:00 - 00:30
Dispatch (Fixed)							
Dispatcher #1 Joni Owens	Off	430-1300	430-1300	430-1300	430-1300	430-1300	Off
Dispatcher #2 Lulu Nixon-Jackson	Off	0830 - 1700	0830 - 1700	0830 - 1700	0830 - 1700	0830 - 1700	Off
Dispatcher #3 Mary Foster	430-1300	1200 - 2030	1200 - 2030	1200 - 2030	Off	Off	430-1300
Dispatcher #4 Nicole Hayes	1200 - 2030	Off	Off	1200 - 2030	1200 - 2030	1200 - 2030	1200 - 2030
Combos (Paratransit, Microtransit and Rural Service)							
Combo S+R+CRR #5 Angela Horges	600 - 1430	600 - 1430	600 - 1430	600 - 1430	Off	Off	600 - 1430
Combo S+R+CRR #6 Leslie Stanley	Off	Off	700 - 1530	700 - 1530	600 - 1430	600 - 1430	1000 - 1830
Combo S+R+CRR #7 Paula Pumphrey	1000 - 1830	1000 - 1830	Off	Off	1000 - 1830	1000 - 1830	Off
Combo S+R+CRR #8	Off	1000 - 1830	1000 - 1830	1000 - 1830	Off	1600 - 0030	1600 - 0030
Combo S+R+CRR #9 (DBE)	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30	16:00 - 00:30	Off	Off
Combo/ S+R+CRR/Payroll/Admin clerk	Off	0700 - 1530	0700 - 1530	0700 - 1530	0700 - 1530	0700 - 1530	Off
Utility Workers							
Utility Worker #1	1600 - 0030	1600 - 0030	1600 - 0030	1600 - 0030	1600 - 0030	Off	Off
Utility Worker #2	Off	Off	1600 - 0030	1600 - 0030	1600 - 0030	1600 - 0030	1600 - 0030

Hours of service M-Sun 0600 - 0030		Staff Schedules: Schedule below represents a typical Wednesday																							
		Weekday Staff Functional Schedule																							
Position		3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	0:00	1:00	2:00
General Manager Nicholas Standefer																									
Transit Manager - Lionel Griffith																									
Ops Manager Fixed																									
Admin Assistant - Alexandra Hutton																									
Safety and Training Manager - Greg Valcica																									
Payroll Clerk - Linda Bugner																									
Finance / Accounting Manager - Patricia Abboud																									
Road Supervisors																									
Road Supervisor #1 (Lead RS Randy Phipps)																									
Road Supervisor #2 - Byron Jackson																									
Road Supervisor #3 - James Eubanks																									
Road Supervisor #4 - Kaleafe Harvad																									
Road Supervisor #5 - Dwite Simmons																									
Road Supervisor #6 - Steve Moore																									
Road Supervisor #7 - Assan Sarr New																									
Dispatch/Call takers Fixed																									
Dispatcher #1 Joni Owens																									
Dispatcher #2 Lulu Nixon-Jackson																									
Dispatcher #3 Mary Foster																									
Dispatcher #4 Nicole Hayes																									
Dispatch/Call takers Micro/Para/Rural Service																									
Combo S+R+CRR #5 Angela Horges																									
Combo S+R+CRR #6 Leslie Stanley																									
Combo S+R+CRR #7 Paula Pumphrey																									
Combo S+R+CRR #8																									
Combo S+R+CRR #9 (DBE)																									
Combo/Payroll/Admin clerk																									
Utility Workers																									
Utility Worker #1																									
Utility Worker #2																									
		Saturday Staff Functional Schedule																							
Position		3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	0:00	1:00	2:00
Road Supervisors																									
Road Supervisor #4 - Kaleafe Harvad																									
Road Supervisor #5 - Dwite Simmons																									
Road Supervisor #7 - Assan Sarr New																									
Dispatch/Call takers Fixed																									
Dispatcher #3 Mary Foster																									
Dispatcher #4 Nicole Hayes																									
Dispatch/Call takers Micro/Para/Rural Service																									
Combo S+R+CRR #5 Angela Horges																									
Combo S+R+CRR #6 Leslie Stanley																									
Combo S+R+CRR #08																									
Utility Workers																									
Utility Worker #2																									
		Sunday Staff Functional Schedule																							
Position		3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	0:00	1:00	2:00
Road Supervisors																									
Road Supervisor #2 - Byron Jackson																									
Road Supervisor #3 - James Eubanks																									
Road Supervisor #4 - Kaleafe Harvad																									
Road Supervisor #6 - Steve Moore																									
Road Supervisor #7 - Assan Sarr New																									
Dispatch/Call takers Fixed																									
Dispatcher #1 Joni Owens																									
Dispatcher #2 Lulu Nixon-Jackson																									
Dispatch/Call takers Micro/Para/Rural Service																									
Combo S+R+CRR #5 Angela Horges																									
Combo S+R+CRR #7 Paula Pumphrey																									
Combo S+R+CRR #9 (DBE)																									
Utility Workers																									
Utility Worker #1																									

REQUIRED ATTACHMENTS



Decatur
ILLINOIS



12.1 CERTIFICATE 1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF California)
) SS.
COUNTY OF Solano)

Dorothea DePrisco, BEING FIRST DULY
SWORN, says that:

- 1) He is (Owner, Partner, Officer, Representative, or Agent) of
MV Transportation, Inc., the Bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with any
other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder,
or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder,
or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Decatur, Illinois, or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of
its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dorothea DePrisco

Dorothea DePrisco

Assistant Corporate Secretary

Title

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

Notary Public

Title

My Commission expires _____.

See attachment



CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

Subscribed and sworn to (or affirmed) before me on
this 24 day of April, 2025, by
Date Month Year

(1) Dorothea Adria Deprisco

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: 12.1 Certificate 1
Non-collusion Affidavit of Prime Bidder

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____



Decatur
ILLINOIS



12.2 CERTIFICATE 2

BID SIGNATURE PAGE

If a Corporation

Corporate Name MV Transportation, Inc.

By Registered Agent: Dorothea DePrisco, Assistant Corporate Secretary

Signature (please sign in ink) Print Name

Business Address: 2711 N Haskell Ave. Suite 1500 LB-2

Street

Dallas,

TX

75204

City

State

Zip

(630) 987-9660

Area Code

Telephone Number

Name of Officers: Kevin Klika President/COO 2711 N Haskell Ave. Suite 1500 LB-2,
Dallas, TX 75204

President

Address

Christopher Burls Secretary/VP 2711 N Haskell Ave. Suite 1500 LB-2,
Dallas, TX 75204

Vice President

Address

Christopher Burls Secretary/VP 2711 N Haskell Ave. Suite 1500 LB-2,
Dallas, TX 75204

Secretary

Address

Erin Niewinski/CFO 2711 N Haskell Ave. Suite 1500 LB-2,
Dallas, TX 75204

Treasurer

Address

Sole Proprietor

Firm Name NOT APPLICABLE

Signature of Bidder: _____

Signature (please sign in ink)

Print Name

Business Address: _____ Street

City

State

Zip

Area Code

Telephone Number



Decatur
ILLINOIS



If a Partnership

Firm Name

NOT APPLICABLE

By:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code Telephone Number

Name of all

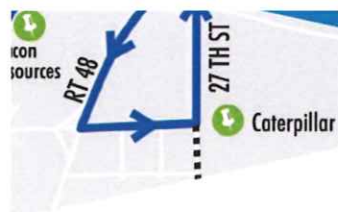
Members of Firm

Name

Address

Name

Address



Decatur
ILLINOIS



12.1 CERTIFICATE 3

Lobbying Certification

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

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

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

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

The Contractor, MV Transportation, Inc., 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.

Dorothea DePrisco

Signature of Contractor's Authorized Official

Dorothea DePrisco, Assistant Corporate Secretary

Name and Title of Contractor's Authorized Official

4/30/2025

Date



12.2 CERTIFICATE 4 - 1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- (2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as SCTA deems appropriate.

4/30/2025 DATE

Dorothea DePrisco SIGNATURE
Dorothea DePrisco

Assistant Corporate Secretary TITLE

NOTE: **This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime contractors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime contract or subcontract. Please use the attached form (Certificate 4-2) for the DBE eligible contractor or subcontractor(s) to certify to its eligibility.**

Additional information is provided in Paragraph #8.

Please see the included document following this page.

Name and Address	Commodity	Value and Percent
JCM & Associates 5443 E. Washington Blvd. Commerce, CA, 90040	Uniforms	\$53,625 @ .138%
Olivier Inc. 1825 Market Center Blvd., Ste. 340 Dallas, TX, 75207	Staffing	\$1,142,504 @ 4.885%



Decatur
ILLINOIS



12.4 CERTIFICATE 5

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

Required with Bid

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, 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 Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

THE BIDDER, MV Transportation, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: Dorothea DePrisco, Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: 04/24/25 UEI Number: ES43NPW1ZPN5



Decatur
ILLINOIS

DECATUR
PUBLIC



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

Notary Public in and for the State of _____

residing in _____

see attachment →

(Applies to contracts and sub-contracts over \$25,000)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano



Subscribed and sworn to (or affirmed) before me on this 24 day of April, 2025, by
Date Month Year

(1) Dorothea Adria Deprisco

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 12.4 Certificate 5
Certification of Participants Regarding Debarment

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Suspension and other ineligible and voluntary exclusion.

12.3 CERTIFICATE 4 - 2

Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the President/CEO and the duly authorized representative of (the firm of) Olivier, Incorporated doing business at 1825 Market Center Blvd., Suite 340, Dallas, TX 75207 (include address, city, state and zip code).

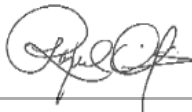
I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- ☒ X A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- ☐ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since 1, 2009 and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the Decatur Public Transit System to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: 

DATE: 4/28/2025

On this 28th day of April, 2025, before me, Breanna Garcia, the undersigned officer, personally appeared Raquel Olivier, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.



Decatur
ILLINOIS



In witness thereof, I hereunto set my hand and official seal.

Breanna Garcia

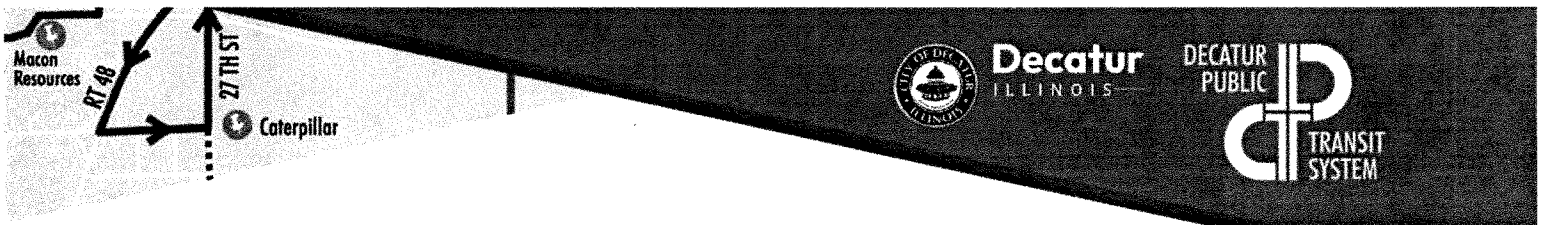
(Notary Public)



My Commission Expires 10/31/2028 (SEAL)

STATE OF: Texas

COUNTY/CITY OF: Dallas



12.3 CERTIFICATE 4 - 2

Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the President and the duly authorized representative of (the firm of) JCM & Associates, Inc

doing business at 5443 E. Washington Blvd,
Commerce CA 90040
(include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- ☐ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- ☒ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since 2/1/2000 and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the Decatur Public Transit System to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: Jose Cornejo

DATE: 4/28/2025

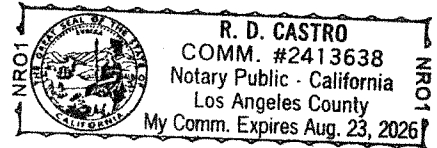
On this 28th day of APRIL, 2025, before me, R.O. CASTRO, the undersigned officer, personally appeared JOSE CORNEJO, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



(Notary Public)

My Commission Expires 08/23/2026 (SEAL)



STATE OF: CALIFORNIA

COUNTY/CITY OF: LOS ANGELES



12.5 CERTIFICATE 6

CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the Decatur public Transit System (“DPTS”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the DPTS procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the City of Decatur and/or DPTS.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any DPTS or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a DPTS or employee or to any other person at the direction or request of any DPTS official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a DPTS official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of DPTS.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of DPTS or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to DPTS in writing at the time of bid or proposal submission and DPTS consents to the Contractor’s financial interest prior to DPTS execution of the contract.
8. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of ,charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of



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ILLINOIS



- any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. The contractor acknowledges that DPTS may, in its sole discretion, terminate the contract for cause upon such notification or when DPTS otherwise learns that DPTS has been officially notified, charged or convicted.
9. Contractor shall comply with requirements of the Lobbying Disclosure Act, " 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 .)]
 10. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the DPTS contracting officer in writing.
 11. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
 12. Contractor shall cooperate with the Macon County Circuit Clerk, and or Inspector General in its investigation of any alleged DPTS employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
 13. For violation of any of the above provisions, DPTS may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with DPTS. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those DPTS and the Commonwealth or DPTS may have under law, statute or regulations.
For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through



Decatur
ILLINOIS



- an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the DPTS.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the DPTS, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, DPTS shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with DPTS, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
 - d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
 - f. "Immediate family" means a spouse and any unemancipated child.
 - g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the DPTS or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR:

BY:

Signature

Print Name

Dorothea DePrisco, Assistant Corporate Secretary

Date

4/30/2025

DBE FORM 2: LETTER OF INTENT

Name of bidder’s firm: MV Transportation

Address: 2711 N. Haskell Ave., Suite 1500

City: Dallas State: TX Zip: 75204

Name of DBE firm: Olivier, Inc.

Address: 1825 Market Center Blvd., Suite 340

City: Dallas State: TX Zip: 75207

Phone: 214-761-6900 Email: rolivier@olivier-inc.com

Type of DBE Firm:

Description of work to be performed by DBE firm:

Staffing - The firm will provide staffing services to the contractor (call center agents & utility technicians).

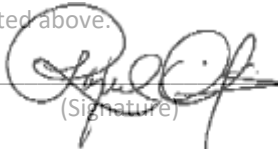
The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

Estimated dollar value of work is: \$ 1,142,504

CONFIDENTIAL

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  Title: President

(Signature)

If the bidder does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

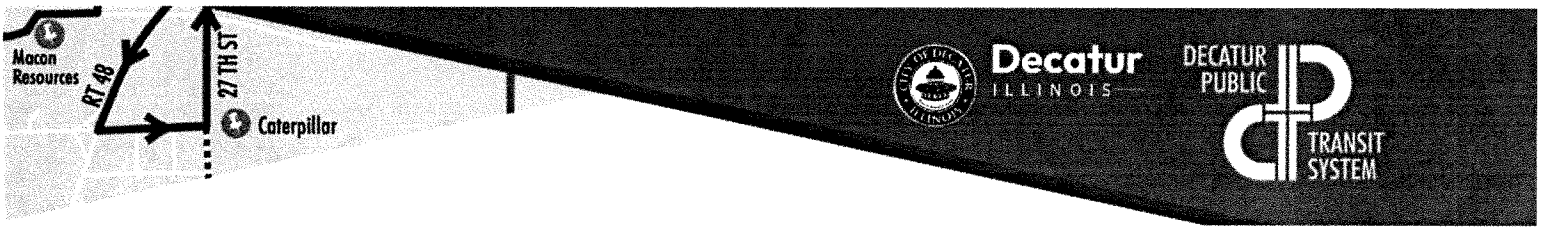
(Submit this page for each DBE subcontractor)

DBE CERTIFICATION FORMS

Contractors interested in certifying with the State of Illinois as a Disadvantaged Business Enterprise:

City of Decatur does not certify DBEs but rather uses the list of DBEs identified in the IDOT UCP. To register as a DBE in Illinois you should register on the applicable agency websites as identified here:

- IDOT (217-782-5490) <https://idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>



DBE FORM 2: LETTER OF INTENT

Name of bidder's firm: MV Transportation, Inc.

Address: 2711 N Haskell Ave. Suite 1500 LB-2

City: Dallas State: Texas Zip: 75204

Name of DBE firm: JCM & Associates, Inc.

Address: 5443 E. Washington Blvd. City: Commerce State: California Zip: 90040

Phone: (323) 726-9040 Email: jcmsales@bluegooseuniforms.com

Type of DBE Firm: S-Corporation

Description of work to be performed by DBE firm:

Uniforms Provider

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

Estimated dollar value of work is: \$ 53,625

CONFIDENTIAL

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] Title: President
(Signature)

If the bidder does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

DBE CERTIFICATION FORMS

Contractors interested in certifying with the State of Illinois as a Disadvantaged Business Enterprise:

City of Decatur does not certify DBEs but rather uses the list of DBEs identified in the IDOT UCP. To register as a DBE in Illinois you should register on the applicable agency websites as identified here:

- IDOT (217-782-5490) <https://idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>





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input. DPTS plans to issue a Public Notice on the City of Decatur website publishing the Draft Proposed City of Decatur DPTS DBE Goal Setting Methodology for FY22-25. The notice would inform the public that the proposed goal and rationale are available for inspection and that DPTS would accept comments on the goal analysis. DPTS will give full consideration to all comments and input received as a part of this process and will assess its impact on the goal-setting methodology.

DBE FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

	☐ The bidder is a registered DBE and is identified as a certified DBE in the Illinois UCP (100% of this project performed by bidder and funded by the City of Decatur FTA 5307 grant funds shall be assigned to the City of Decatur DBE goal). If identified as a DBE in another program, please identify here: _____
For	Contracts for which a DBE participation goal has been set (check applicable):
	Please check the appropriate category (only one) for small business participation in this proposal: ☐ The bidder is performing all activities identified in the scope of work in-house and IS NOT identified as DBE in any program. ☐ The bidder is performing all activities identified in the scope of work in-house IS identified as a DBE (provide a copy of the certification for each DBE) ☒ The bidder is subcontracting some activities and there is a <u>5</u> % small business utilization on this bid/proposal (provide a copy of the Uniform Certification Application for each DBE). Please see the attached Certificates following this form ☐ The bidder is subcontracting some activities, however, there is no small business utilization on this bid/proposal.
For	Contracts for which there is no subcontracting opportunities:
	☐ The bidder performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals.
For	Contracts where a DBE subcontracting goal is required:
	☐ The bidder is committed to a minimum of ____% DBE utilization on this contract (if contractor is a registered DBE, their work performed can be considered as part of the DBE goal). ☐ The bidder (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% utilization on this contract shall submit documentation demonstrating good faith efforts in seeking SBE participation.

Name of bidder's firm: MV Transportation, Inc.

UEI No. ES43NPW1ZPN5

By: Dorothea DePrisco
(Signature) Dorothea DePrisco

Title: Assistant Corporate Secretary



Illinois Department of Transportation
Gia Biagi, Acting Secretary



State of Illinois
Governor JB Pritzker

Unified Certification Program - Search

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Contractor Details

Print

**JCM & Associates,
Inc. dba Blue Goose
Uniforms**

Tony Cornejo
5443 E. Washington Blvd.
Commerce, CA 90040

County:

Los Angeles

Email: tcornejo@bluegooseuniforms.com

Phone: (800) 543-3732

Fax: (323) 726-8643

Categories: Supplier

NAICS

NAICS Code: 315250 - Cut
and Sew Apparel
Manufacturing (except
Contractors)

Speciality

NAICS Code: 315250 - Cut
and Sew Apparel
Manufacturing (except
Contractors) (Specialty:
Uniform shirts, team athletic,
cut and sewn from
purchased fabric (except
apparel contractors),
Uniforms, band, cut and
sewn from purchased fabric
(except apparel contractors),
Uniforms, team athletic, cut
and sewn from purchased
fabric (except apparel
contractors))



Illinois Department of Transportation
Gia Biagi, Acting Secretary



State of Illinois
Governor JB Pritzker

Unified Certification Program - Search

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Contractor Details

Print

Olivier Incorporated Email: rolivier@olivier-inc.com

Raquel Olivier **Phone:** (214) 761-6900
1825 Market Center Blvd.,
Ste. 340 **Fax:** (214) 761-6901
Dallas, TX 75207

County:

Out-of-State

Categories: Professional

NAICS

541219-Other Accounting
Services

Speciality

541219- MISC:
ACCOUNTING SERVICES

RFP For Transportation as a Service (TaaS) Microtransit RFP #Transit-2024-17

Addendum #2

Project TR2024-17

04/17/2025

The City will provide responses to final questions on or before 2:00 CST on Monday April 21, 2025.

Acknowledgement of Addendum No.2

Please complete the below and return a signed copy of this Addendum page with your **bid/proposal** as acknowledgement:

Name: Dorothea DePrisco
Signature: 
Contractor: MV Transportation, Inc.
Title: Assistant Corporate Secretary
Date: 4/30/2025

Thank you,

Jessica Taylor

Procurement & Transit Grant Manager
555 E. Wood St.
Decatur, IL 62523

SERVICE ANALYSIS

Demand-Responsive Simulation Sandbox

Both Microtransit UZA and Rural Mecon County demand-responsive services represent new initiatives for the City. With new initiatives comes the unknown and uncertainties, particularly regarding the spatial/temporal distribution of trips and the anticipated level of customer service we can deliver. MV employs a demand-responsive simulation sandbox to test different trip demand and vehicle scheduling scenarios and various operational parameters such as number of depots, potential depot locations, advance booking time allowed, maximum permitted response time, maximum detour time ratio.

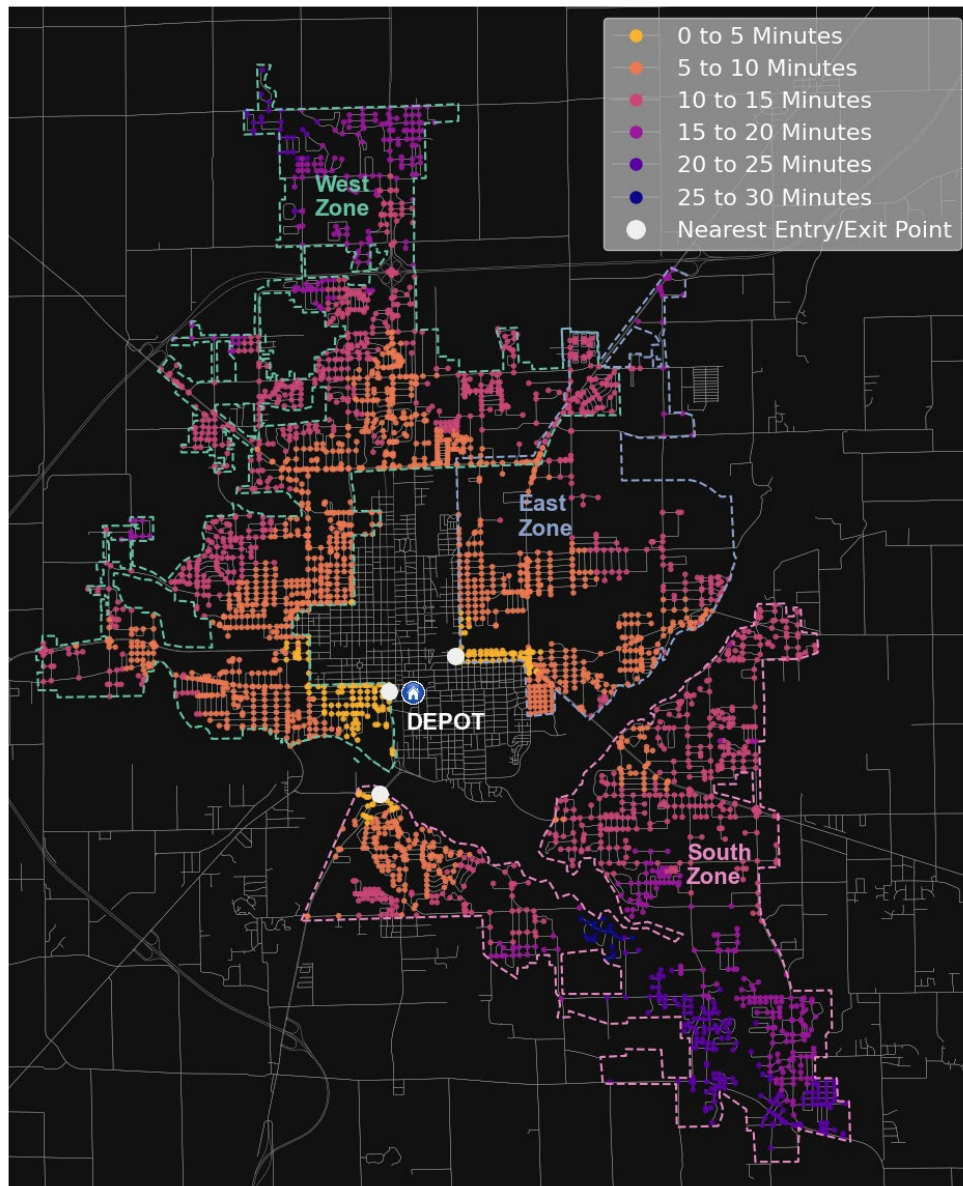
Advance booking time refers to the period in advance that a customer must schedule a ride. For instance, if the advance booking time is 30 minutes, customers must book their rides at least 30 minutes before they need transportation. The maximum permitted response time refers to the allowable window during which a pick-up is considered on-time, generally ranging from 5 to 15 minutes before the scheduled pick-up time or up to 15 to 30 minutes after. The detour time ratio measures the passenger's onboard time in a shared ride scenario, where other rides may be inserted between the pick-up and drop-off of each ride in consideration, compared to the onboard time in a single ride scenario. This ratio helps ensure that the onboard time does not become excessively long in demand-responsive or Microtransit operations.

The simulation provides a projection of future operations, in terms of vehicle trajectories, expected customer service level, and system performance. It is highly customizable and can be repeated easily and quickly to test different inputs and parameters. Each individual parameter or input can be tested either individually or in combination to assess its impact on overall system performance and customer service level.

Depot Facility

As the contractor for the current ADA operation, MV Transportation will utilize the existing facility located at 555 E Wood St, Decatur, IL 62523, to support new service types, including microtransit and rural transportation services. The facility is strategically positioned to ensure efficient response times for microtransit services. As illustrated in Figure 1, each microtransit zone can be accessed within 0 to 5 minutes of driving time. Additionally, even the most remote part of each microtransit zone can be reached within 30 minutes of driving time, assuming transit vehicles are traveling at only 50% of the speed limit. It is also centrally located to provide rural transportation services. Without a better knowledge of the expected trip pattern, the facility will be used to provide Rural services as well.

Figure 1: Driving Time Isochrone Map From the Potential Depot



Microtransit Services

An essential input for the demand-responsive sandbox simulation is the trip matrix. For microtransit services, the MV team employs a proprietary algorithm to generate the trip matrix based on a predefined trip generation ratio, which varies by land use types, and a random utility function derived from operational data in areas with existing microtransit services operated by MV. The MV team then utilizes our internally developed simulation tool to test the various operational parameters mentioned above, and using the result to inform vehicle scheduling, expected response time, and system performance in general. This tool

can also aid in evaluating the impacts on services by different compositions of the vehicle fleet (accessible versus non-accessible, zero-emission versus fuel-based).

The simulation employs a nearest-neighbor heuristic algorithm to dispatch and assign vehicles to trips while continuously updating the status of each vehicle and trip. A trip is assigned to a vehicle that can pick up the trip earliest within the designated maximum response time, ensuring that the detour time ratio does not exceed a specified threshold for all passengers already onboard. The simulation tracks vehicle trajectory, including vehicle status change (idle, dwell, in-service, break, etc.) and trip status change (request, schedule, wait, onboard, offboard) throughout a typical service day, providing estimates of key performance indicators such as Vehicle/Revenue Miles, Vehicle/Revenue Hours, expected response time, trip duration, deadhead miles/hours, and completed versus overflow trips. By overflow trips, we mean the trips which can't be picked up within the specified maximum response time.

The graphs below illustrate some sample simulation results for the designated microtransit services. Figure 2 shows the distribution of a total of 185 trips by hour in the input trip matrix. Figure 3 illustrates the vehicle status change from an operational simulation of twelve vehicles serving these 185 trips in the three designated Microtransit zones.

Figure 2: Performed Trips by Hour (on a Typical Wednesday)

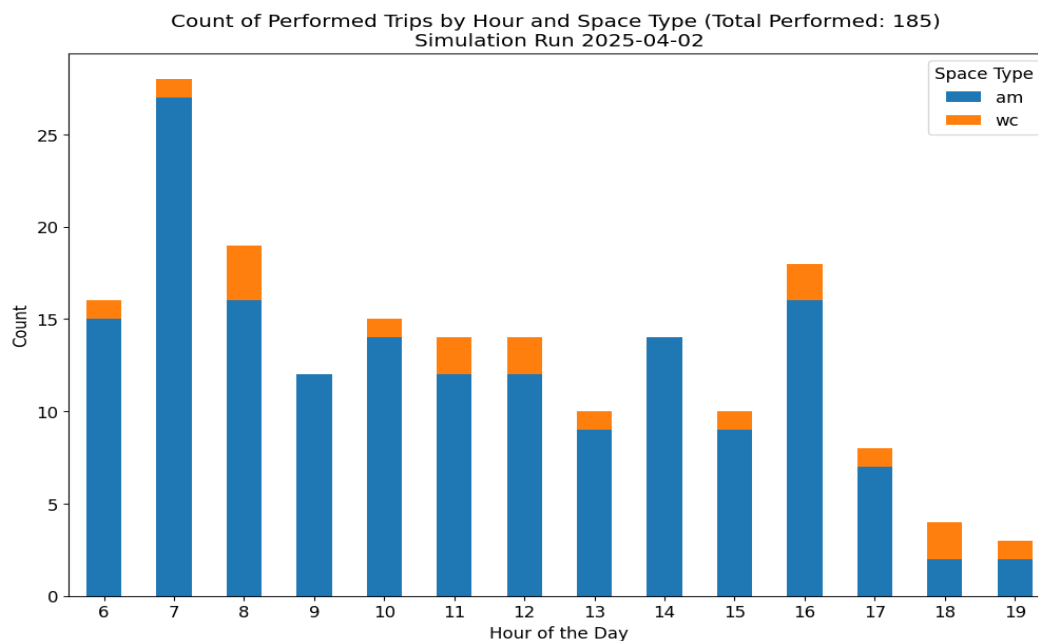
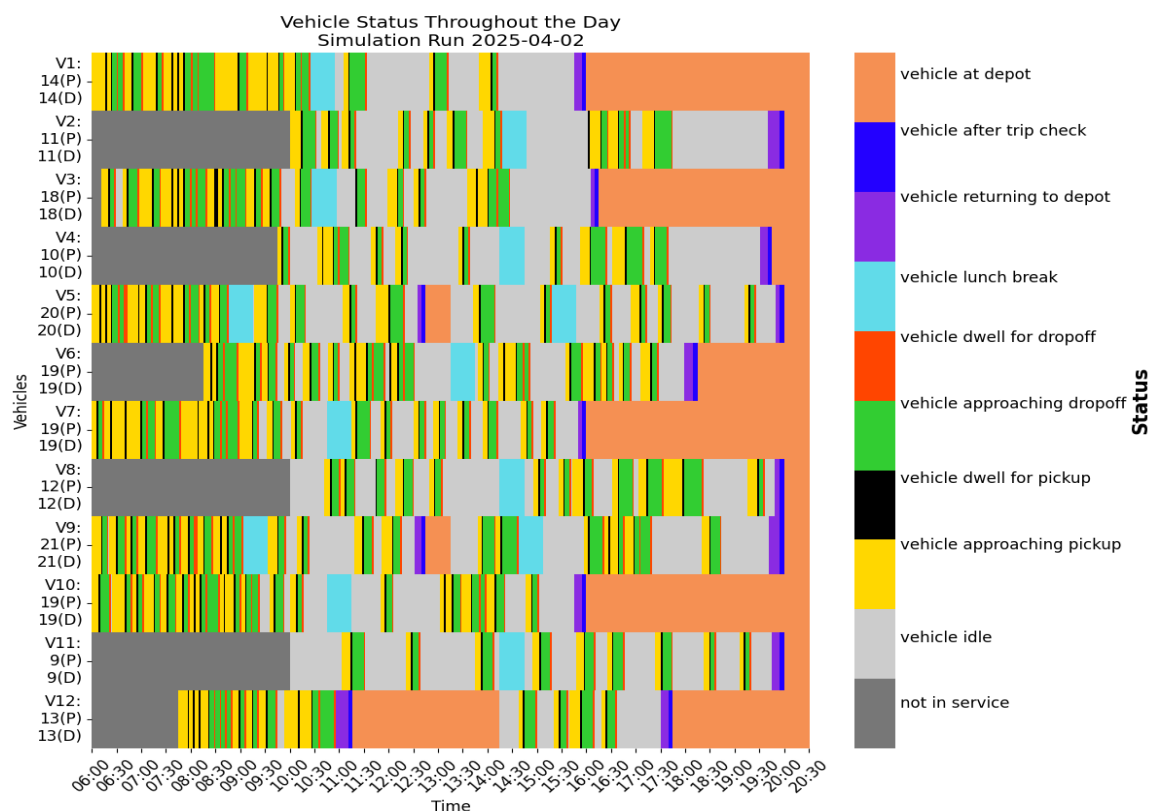


Figure 3: Vehicle Status Resulted from a Sample Simulation



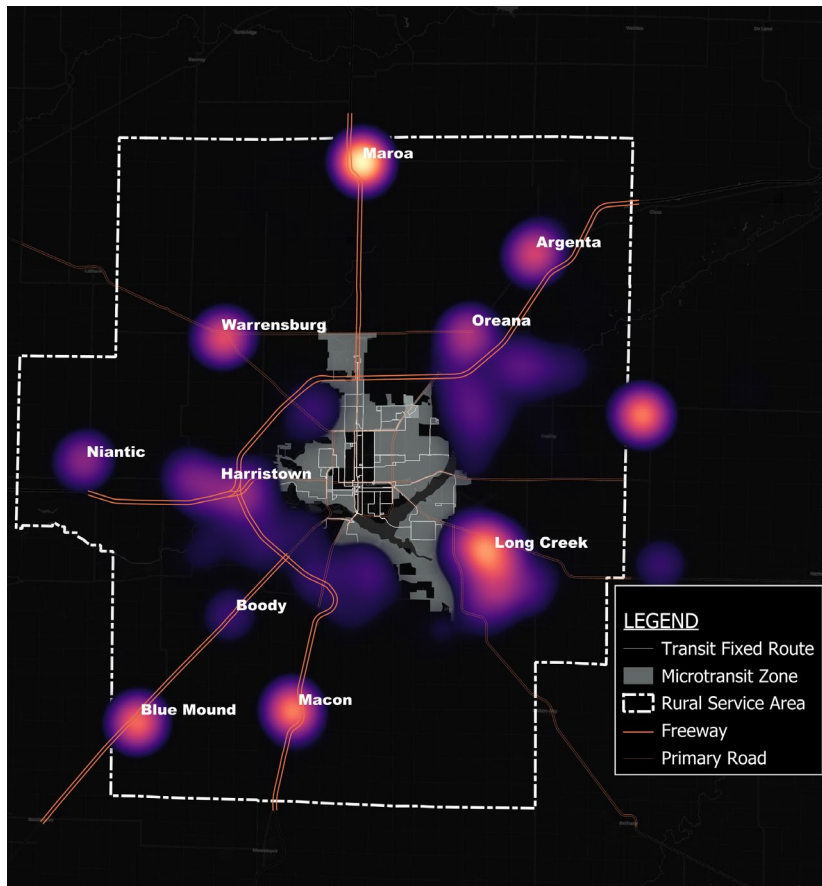
In this simulation, the peak spread of trips is purposely designed to differ from the distribution of vehicle availability by hour, to assess the level of customer service and system performance in less ideal condition. With additional data on trip patterns gathered during actual operations, vehicle schedules can be adjusted to better align with actual trip requests, potentially improving response time.

It is important to note that these simulations can be run at anytime, and we can update our sandbox with historical data once service begins, to help us simulate services for the future.

Rural Services

The rural transportation services, as outlined in RFP Addendum 1, aim to serve rural mobility needs in Macon County under the rules and regulations associated with the FTA 5311 funding program. The rural service area encompasses a geographically expansive and low-density region of 465 square miles outside the UZA. The heatmap of addresses located outside the Microtransit zone and Decatur city, depicted in Figure 2 , shows local concentrations within incorporated cities or census-designated places (CDPs) including Boody, Blue Mound, Harristown, Niantic, Warrensburg, Maroa, Oreana, Argenta, Long Creek, and Macon. The dispersed nature of these cities and CDPs poses operational challenges in terms of efficiency and productivity for transit services.

Figure 4: Heatmap of Addresses outside Microtransit Zones and Decatur City

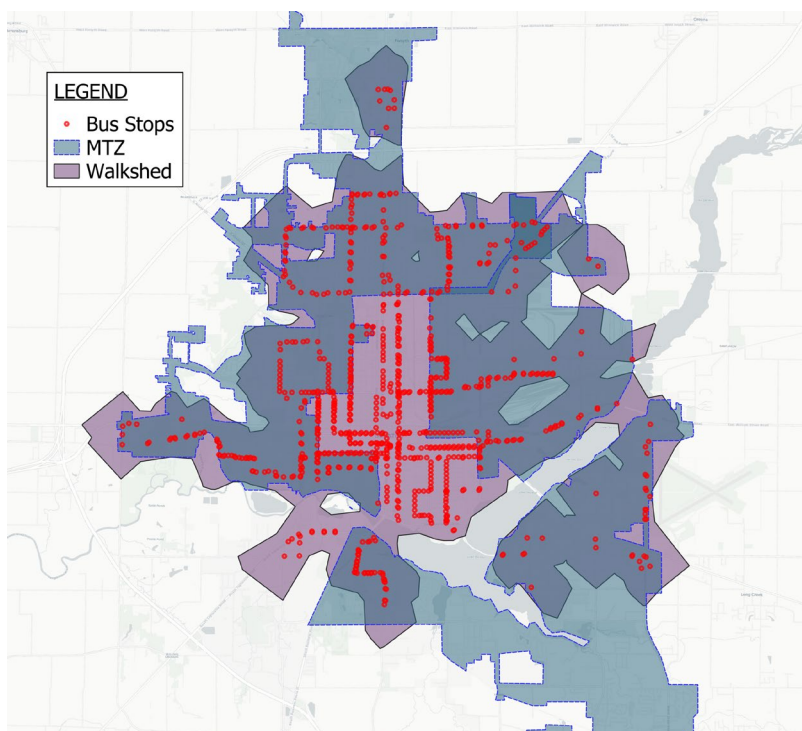


To better understand the rural service area and the challenges posed by its very spread-out nature, MV will utilize the simulation tool to evaluate different operational parameters and service assumptions for the rural service area as well, taking into account the stipulated revenue hours and projected annual ridership.

Since the current fixed-route service will be restructured and potentially phased out, several alternative assumptions regarding the rural service coverage can be examined. One assumption will exclude trips with both ends inside the microtransit zones or the existing fixed-route service areas from the

rural services. Typically, fixed-route service areas are defined by a walking distance of 15 minutes from transit stops. Figure 5 shows these different areas. Another assumption proposes that the entirety of Macon County could be eligible for rural service, albeit at a higher fare compared to the proposed microtransit services and fixed route services, to differentiate market segments. This option would also facilitate data collection to support planning decisions regarding the possible discontinuation of fixed-route services.

Figure 5: 15-Minute Walkshed of Bus Stops



To prepare for this Request for Proposal (RFP), the MV team ran rural transportation service simulations by assuming that at least one end of each trip would be outside the three microtransit zones and the fixed route 15-minute walkshed. The results indicate that it is feasible to pick up 80% of customers within a 20-minute response time, given the projected revenue hours and annual ridership. However, rural transportation services are expected to have lower levels of productivity and efficiency than microtransit services. This is due to the challenges in grouping trips and the possibility that the only available driver may need to travel across the county to pick up a rider.

The MV team looks forward to collaborating more with the City of Decatur to test additional service scenarios to prepare for the launch of Rural services.

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 25-10

June 2, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Melissa Hon, Deputy City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the FY2025 EPA Brownfields Assessment Grant between Fehr Graham and the City of Decatur.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Fehr Graham.

BACKGROUND: The City of Decatur has been awarded a \$500,000 U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant. Brownfields are properties that were previously developed but are now abandoned or underutilized due to actual or perceived environmental contamination. These sites often present significant barriers to economic development, particularly in underserved areas. Through targeted mitigation planning and environmental assessment, this grant will help the City eliminate key obstacles to future development and reinvestment.

Grant funding will be used to support Fehr Graham in conducting a comprehensive inventory, characterization, and assessment of brownfield sites, as well as cleanup planning and community engagement activities. During the grant application process, the City identified 114 brownfield sites, underscoring the critical need for environmental evaluation and remediation planning.

Fehr Graham was selected following a competitive procurement process as the lowest responsible bidder, with a project proposal totaling \$396,910—well within the awarded grant budget. As a Qualified Environmental Professional (QEP) with extensive experience in brownfields assessment, Fehr Graham demonstrated a strong understanding of the City's goals and a proven ability to deliver high-quality results. The City is confident in this partnership and optimistic about the impact of this project.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE FY2025 EPA BROWNFIELDS ASSESSMENT GRANT
BETWEEN FEHR GRAHAM AND THE CITY OF DECATUR**

WHEREAS, The City of Decatur, Illinois, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires a Brownfields Analysis for the EPA Brownfields grant; and,

WHEREAS, the City finds that this agreement with Fehr Graham provides the desired outcomes for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. That the agreement for professional services for Brownfields Analysis and Planning with Fehr Graham, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and Fehr Graham, for Professional Services , as specified in their proposal.

PRESENTED AND ADOPTED this 2nd day of June 2025.

Mayor, Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

City of Decatur
FY2025 Brownfields Assessment Grant
Cooperative Agreement: CA# BF-00E3887 For Professional Services

This Brownfields Assessment Grant Agreement ("Agreement,") is made between the City of Decatur, Illinois, an Illinois municipal corporation ("City"), and Fehr Graham ("Contractor"). The City and Contractor ("Parties"), in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

Section 1. SERVICES

Contractor agrees to furnish the City with planning services as described in the attached Exhibit A, and incorporated herein by reference **Fehr Graham** Proposal dated February 26, 2025. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor.

Section 2. AGREEMENT DURATION

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until works are completed or until terminated pursuant to this Agreement.

Section 3. COMPENSATION

Total compensation for all work performed under this agreement shall be Three Hundred Ninety-Six Thousand Nine Hundred Ten Dollars and no cents (\$396,910.00) as set forth in the pricing schedule of the Contractor's proposal marked Section 5: Study Cost, attached hereto and incorporated by reference. The contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment.

Section 4. TERMINATION OF AGREEMENT

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

Section 5. ASSIGNMENT AND/OR SUBCONTRACTING

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. 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 consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this agreement.

Section 6. RECORDS

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all invoices and payments to and from the City. The City is subject to the Freedom of Information Act and records of the Contractor are considered records of the City and thus subject to disclosure upon requests or demand of the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

Section 7. GOVERNING LAW

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in court in the State of Illinois.

Section 8. INDEPENDENT CONTRACTOR

The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Section 9. INDEMNIFICATION

The Contractor shall be responsible for damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this contract and shall

indemnify and hold harmless the City, its officers, and employees from all actions, claims, or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City and its elected or appointed officials, employees, agents, and officers against any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to any and all such damages, except for those caused by intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

Notwithstanding any other provision in this Agreement, the City agrees to strictly limit Contractor's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to five million dollars (\$5,000,000). No claim may be brought against Contractor in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against Contractor and not against any of Contractor's employees, shareholders, officers, or directors. Contractor's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services.

Section 10. INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY

The Contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of work under any contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability

a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

Commercial General Liability

a. General Aggregate Limit	\$2,000,000
b. Products – Completed Operations	\$2,000,000
c. Each Occurrence Limit	\$1,000,000

Commercial Automobile Liability

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
---	-------------

The policy shall cover owned, non-owned, and hired vehicles. Upon request, the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees and additional insured for Commercial General Liability and Commercial Automobile Liability. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the contractor to advise the City within five business days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract. Contractor's insurance will be primary.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports and any other project documents (Work Product) prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the contractor unless otherwise specified in the negotiated agreement. The contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request. In the event of any of these described documents are subsequently modified in any respect without Contractor's involvement and oversight, the City hereby agrees to release, indemnify, and hold Contractor, its officers, employees, and consultants harmless against any claims or damages arising from the reuse or modification of said documents and Contractor shall have no liability for such modified documents.

Section 11. CERTIFICATIONS

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the contractor is responsible for identifying and complying with:

Sexual Harassment: The contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of Decatur.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Barred from Contracting: The contractor certified that is has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720ILCS 5/33-4 or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statues 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Section 12. NOTICE

All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

To City: Attn: City Manager
 City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

To: Attn: Senior Vice President Illinois Division Manager
 35 W. Wacker Dr. Suite 3300
 Chicago, IL 60601-2497

Section 13. REQUIRED CLAUSES

The language contained in Exhibit B, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Contractor shall insert in any subcontracts the clauses set forth in Exhibit B - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

Section 14. COUNTERPARTS

This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its City Manager and City Clerk.

THE CITY OF DECATUR, ILLINOIS

BY: _____

Tim Gleason, City Manager

ATTEST:

BY: _____

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of _____, 2025

Fehr Graham

By: _____

Title: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A



February 26, 2025

Director of Economic and Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: FY2025 Brownfields Assessment Grant – QEP Services
Cooperative Agreement: CA# BF-00E03887

Thank you for selecting Fehr Graham as the Qualified Environmental Professional (QEP) for the City of Decatur's Brownfields Assessment grant. We are grateful for the opportunity and are pleased to provide this proposal and agreement for QEP services. This scope of work has been developed based on the approved Work Plan that is part of the executed Cooperative Agreement (CA) between the City of Decatur and the United States Environmental Protection Agency (USEPA) for the awarded assessment grant.

SCOPE OF SERVICES

The Fehr Graham team, along with subconsultants and subcontractors, will hold the QEP responsibilities and help the City of Decatur with the following tasks during the assessment grant period:

Task 1 – Cooperative Agreement Oversight:

Fehr Graham will assist the City in preparation of quarterly reporting, MBE/WBE reporting, annual financial reporting, USEPA Assessment, Cleanup and Redevelopment Exchange System (ACRES) database maintenance, and grant closeout reporting. QEP time spent in support of Task 1 will be invoiced on a labor and materials basis.

Task 2 – Site Identification, Prioritization and Engagement:

Ongoing, meaningful involvement from the community is an essential part of any brownfield program. Under this task, Fehr Graham will assist the City in preparation and during up to five (5) community outreach meetings and engagement with key stakeholders. Fehr Graham staff will be available for both in-person and virtual meetings throughout the grant period as the contract allows. Additionally, Fehr Graham understands the city will re-establish a Brownfields Redevelopment Advisory Committee (BRAC) to guide grant priorities. Fehr Graham staff will assist the city in leading BRAC meetings. QEP time spent in support of Task 2 will be invoiced on a labor and materials basis.

Task 3 – Inventory and Prioritization:

Fehr Graham will develop an inventory of potential brownfield sites along the target corridor through feedback from the city, past inventories, and desktop and windshield surveys. Fehr Graham will help the city and key stakeholders review the identified brownfield sites and prioritize them according to a set of scoring criteria, including Redevelopment Potential, Community Needs and Values, and Environmental Needs. The initial site prioritization will help determine sites for Phase I Environmental Site Assessments (ESAs). QEP time spent in support of Task 3 will be invoiced on a time and materials basis.

Task 4 – Market Study Planning:

Fehr Graham understands the City of Decatur will obtain a separate planning consultant for revitalization planning. During the planning process, Fehr Graham will be available to support the City's planning initiatives and provide input on specific environmental considerations.

Task 5 – Environmental Site Assessments (ESA):

Eligibility Determinations - Fehr Graham will prepare and submit 12 brownfield eligibility determination requests for target sites to the U.S. Environmental Protection Agency (EPA) and Illinois EPA, as appropriate for petroleum and hazardous substance sites. The fee for each eligibility determination is \$800.

Phase I ESAs - Fehr Graham will conduct 12 Phase I ESAs following ASTM 1527-21 to meet All Appropriate Inquiry requirements. Each assessment will include a review of government records, submission of Freedom of Information Act requests, analysis of historical aerial images, fire insurance maps, topographic maps, and city directories, as well as interviews with property owners and occupants, and site reconnaissance. Findings from each Phase I ESA will be entered into the ACRES database, and an AAI checklist will be prepared for City of Decatur review. The scope and scale of subject properties will ultimately influence the cost for conducting each Phase I ESA. Once the sites have been prioritized, Fehr Graham will provide a confirmed fee to the city for each Phase I ESA. We expect Phase I ESAs will be completed for an average of \$3,500 each.

Quality Assurance Project Plan and Health and Safety Plan - Fehr Graham will prepare a Quality Assurance Project Plan (QAPP) that follows USEPA standards, ensuring that quality assurance and quality control processes meet requirements for environmental data collected during sampling. Simultaneously, we will develop a project-specific Health and Safety Plan (HASP). The QAPP will require annual updates to notify USEPA of any substantial changes to laboratory limits, added laboratory analytes, standard procedures, and assessment personnel assignments. The fee for preparation and updates to the QAPP and HASP is \$4,795.

Phase II ESAs - Following Phase I ESAs and discussions with the City, Fehr Graham will prepare four (4) Sampling and Analysis Plans (SAPs) and conduct Phase II ESA sampling and reporting. Phase II ESAs will investigate soil, groundwater, soil vapor, and hazardous building materials, including asbestos and lead-based paint. Fehr Graham personnel will oversee all site investigations and coordinate field sampling with drillers and laboratories. The scope of each Phase II ESA will vary based on size, access, sampling media, analytical parameters and suspected contamination. The expected cost for each Phase II ESA, including the associated SAP, is \$30,000.

Supplemental Site Investigation and SRP Enrollment - At the City's discretion, Fehr Graham will develop Voluntary Cleanup Program enrollment forms and prepare Site Investigation Reports for three sites. In most cases, supplemental site investigations will be needed to gather additional data for enrollment in the Illinois EPA Site Remediation Program (SRP). The Illinois EPA SRP enrollment fees of \$2,500 per site will be included in this task. The expected fee for each SRP enrollment, supplemental site investigation and Site Investigation Report is \$40,000.

Task 6 – Cleanup and Reuse Planning:

If contamination is discovered that warrants cleanup, Fehr Graham will provide recommendations for the development of an Analysis of Brownfields Cleanup Alternatives (ABCA) for sites that will need cleanup. ABCAs will be developed for three (3) sites at a fee of \$25,000 each.

EXCLUSIONS & ASSUMPTIONS

- » Civil and conceptual site design services are excluded from QEP scope of work.
- » Land survey services are excluded from QEP scope of work.
- » Planned Unit Development services are excluded from QEP scope of work.
- » Geotechnical evaluation and consultation is excluded from QEP scope of work.
- » Demolition planning and cleanup bidding services are excluded from QEP scope of work.
- » Physical remediation of contaminated materials is excluded from QEP scope of work.
- » IEPA SRP enrollment and review fees are excluded from QEP scope of work.
- » Underground Storage Tank reporting or removal services are excluded from QEP scope of work.
- » Cleanup grant application preparation services are excluded from QEP scope of work.
- » This proposal includes environmental consulting services, among other tasks, for site investigation and preparation of the SIR submittals for IEPA SRP review. Should the IEPA require additional investigation or reporting beyond initial submittals, additional fees will apply.
- » Investigation Derived Waste (IDW) will not be containerized. Soil cuttings will be returned to each boring with hydrated bentonite chips. Purged groundwater will be spent on-site.
- » Air-knife utility clearance. The cost to air-knife boring locations prior to drilling activities is \$1,500 per day.
- » Repair or replacement of subsurface field tiles or utilities not clearly identified or marked by public utilities.
- » QEP and subcontractors will not be held responsible for landscape restoration as a result of drilling and sampling activities.
- » QEP and subcontractors will not be held responsible for utility repairs related to unmarked or undocumented subsurface utilities/conduits.
- » Costs for time incurred in developing eligibility determinations for sites that are later deemed ineligible by USEPA and/or IEPA. Time spent will be invoiced on a time and materials basis.

FEES

The following costs are anticipated for contractual environmental consulting services in correlation with the approved work plan and budget for each task:

Assessment Grant – Contractual Tasks	Fee
Task 1 – Cooperative Agreement Oversight	\$ 7,200.00
Task 2 – Community Engagement	\$ 6,075.00
Task 3 – Inventory and Prioritization	\$ 12,240.00
Task 4 – Market Study Planning	---
Task 5 – Environmental Site Assessments	\$ 296,395.00
Task 6 – Cleanup Planning	\$ 75,000.00
Total:	\$ 396,910.00

The total budget in the table above is the anticipated amount for contractual environmental consulting fees throughout the 4-year grant period. The fee associated with each task is estimated and subject to change over the course of the grant based on overall project needs directed by the City of Decatur and approved by USEPA. Each task will consist of multiple project components and phases that will be separated on each monthly invoice.

Consultation time spent in Tasks 1, 2, 3 will be invoiced monthly on a time and materials basis, based on the attached hourly charge-out schedule. For Tasks 5 and 6, Fehr Graham will provide a specific fixed fee for each project identified by the City of Decatur. Written acknowledgement of the project fee will serve as authorization for Fehr Graham to proceed on the assigned task. Fees for Tasks 5 and 6 will be invoiced monthly based on percentage of completion.

Exhibit B

REQUIRED CLAUSES

Disputes.

Disputes arising in the performance of this Contract, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. 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.

Termination.

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

Ownership of Records and Documents/Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City.

This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said

requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

Simplified Acquisition Threshold

Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City, the Illinois Department of Transportation, and/or the United States Department of Transportation. This contract is contingent upon said agreements with the Illinois Department of Transportation and the United States Department of Transportation.

Prohibited Interest of Local Official

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

Subcontracts

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

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance

**Council Memo
Public Works Department
No. 2025-62**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:

Resolution Authorizing Agreement with the Illinois Department of Commerce & Economic Opportunity for a Site Readiness Planning Grant

SUMMARY RECOMMENDATION: Staff recommends approval of a resolution authorizing the execution of an agreement providing \$149,500 in funding from the Illinois Department of Commerce & Economic Opportunity for a site readiness grant to perform preliminary engineering services for a possible future pipeline extending from the City's DeWitt County wellfield to the northeast side of the City for economic development.

BACKGROUND:

Earlier this year, the Illinois Department of Commerce and Economic Opportunity (DCEO) notified the City that it had received two site readiness grants aimed at assisting development on the northeast area of the City:

1. Planning Grant – A \$149,000 grant was awarded to perform preliminary engineering for a possible pipeline extending from the City's DeWitt Wellfield to the northeast side of the City. The current concept for the pipeline would be to serve economic development as well as drought resiliency. It is expected that a significant portion of the funding to construct such a project would come from new economic development opportunities. The preliminary agreement will provide detail on the best route to take, the easements needed, the need for any water treatment, and an estimated cost. These are critical items necessary to determine the viability of a project of this magnitude and to have in hand when negotiating with possible high water use developments. The grant requires a minimum match of 20%.
2. Construction Grant – A \$2.9 million grant was awarded to fund a large portion of extending a City watermain north of I-72 west of Illinois Rt. 48 to provide potable water for potential development in that general area. This agreement has not yet been written by DCEO and will come to Council in the future. As with the planning grant, the construction grant requires a minimum 20% match.

The planning grant will cover a significant portion of a preliminary engineering agreement which is expected to be under \$250,000. Public Works staff has been negotiating with the engineering firm of Burns and McDonald to perform this work. Once completed, the final agreement will be brought to the City Council for approval. DCEO provided this grant agreement to the City with no time for Council approval prior their timeline for approval. The City Manager has approved the agreement with the expectation of Council

concurrence. If Council does not approve the agreement, DCEO will be informed that the City desires to cancel the agreement.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

The potential for a pipeline extending from the DeWitt wellfield was included in the 2019 Alternative Water Supplies Study by Intera and was also reviewed with the City Council during a study session held on Monday, September 25, 2023, at the South Water Treatment Plant. In the 2025 budget, \$250,000 was allocated for preliminary engineering of the pipeline. Construction is currently unfunded.

POTENTIAL OBJECTIONS: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES:

The Department of Commerce and Economic Opportunity.

STAFF REFERENCE: Matt Newell, Paul Caswell, Robert Weil. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding will be provided from the Water Fund. The Fund has a sufficient balance to match the grants.

ATTACHMENTS:

1. 2025-62 Resolution Agreement with DCEO for Site Readiness Planning Grant
2. 2025-62 Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
FOR A SITE READINESS PLANNING GRANT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Intergovernmental Agreement presented to the City Council herewith between the City of Decatur and the Illinois Department of Commerce and Economic Opportunity for a site readiness planning grant as Exhibit A, be, and it is hereby, received, placed on file and approved.

Section 2. That the City Manager is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and the Illinois Department of Commerce and Economic Opportunity.

PRESENTED and ADOPTED this 2nd day of June 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Decatur**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Decatur (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF DECATUR

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Tim Gleason

Printed Title: City Manager

Email: tgleaseon@decaturil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **02/01/2025** and expires on **01/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$149,500.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-3429 and the CSFA Name is Illinois Regional Site Readiness Program. If applicable, the State Award Identification Number (SAIN) is 3429-55549.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **HCL3MP6L8XV5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **376001308** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	
☒ Governmental Unit	☐ P = partnership
☐ Estate or Trust	☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The intent of the Regional Site Readiness Program – Planning grant program is to support planning and due diligence activities for sites across the state to advance early-stage site readiness on properties with industrial and manufacturing economic development potential. The Regional Site Readiness Program aims to better prepare sites for industrial development in all 10 Economic Development Regions in the state. Input from community leaders and economic development experts has raised the need for flexible funding to support planning and due diligence activities related to preparing sites for future development. The purpose of the program is:

- To support communities and landowners in their site readiness planning and assessments.
- To address financial barriers to gathering information needed to determine next steps for site readiness.
- To increase the number of sites with completed due diligence and expand the pipeline for future industrial site development.
- To better prepare sites in all 10 Economic Development Regions for future development.

The Regional Site Readiness Grant Program will create a more comprehensive state-wide strategy that builds on prior experience establishing the Megasites Development Program and complements Intersect Illinois' existing Vetted Sites Program. The Megasites Development Program was intended to improve Illinois' competitive edge by increasing the number of large, attractive site locations for industrial development and address barriers to preparing sites for competitive site selection opportunities. To ensure geographic diversity of DCEO's site readiness dollars, project sites that received funding under the Megasites Development Grant Program or any previous megasites-related Notice of Funding Opportunities are not eligible sites for Regional Site Readiness Grants. Intersect's Vetted Sites Program identifies the top sites in Illinois based on a series of characteristics and provides site and infrastructure data for fast-moving projects. Sites designated as a Vetted Site were eligible to apply for Regional Site Readiness funding.

Regional Site Readiness Capital Ready program requires a portion of the project costs to be matched by the Grantee, therefore the Grant funds will cover a portion of the total eligible grant expenses for the overall project. Approved match expenses for this Regional Site Readiness Planning Grant Program can be retroactive to cover match activities conducted on or after July 23, 2024. Approved Grant expenses can be retroactive to cover grant activities conducted on or after the date the Notice of State Award is accepted by the Grantee.

The Grantee is a governmental entity who provides essential public services to the residents of Decatur in Macon County, Illinois.

The Grantee will be working in partnership with the Michael and Mark Schwarze, who own parcel ID: 18-08-17-300-01 in Decatur, Illinois. The Grantee will assist in preparing the site for prospective industries by installing a groundwater pipeline from their eight existing high-capacity wells in DeWitt County to supply groundwater. The pipeline will allow new industrial development to be supplied with water without requiring the expansion of the Grantee's water treatment plant (WTP). The groundwater supply pipeline from the De Witt wellfield would allow for industrial growth on the Schwarze site to proceed concurrently with the other regionally significant projects already in the works.

Grant funds, in addition to the match requirement as identified in the budget filed with the Grantor, will be utilized to acquire engineering services for detailed alignment plans and easement documents in order to create a groundwater supply pipeline to meet the 7.5 million gallons per day (MGD) of new industrial demand at the 80-acre Schwarze site, a prime area for industrial development north of I-72 in Decatur. The Grantee will work to substantially increase industrial economic development opportunities at the site. Currently, the site is well served by utilities and there has been a high level of interest by prospective developers, but lack of water service has been an obstacle for site development.

Specifically, Grant funds will be utilized for the following costs:

Consultant Services – to include costs associated with hiring an engineering firm to provide detailed alignment plans and easement documents.

Any additional costs necessary for completion of this overall project will be covered by other funding sources as the required Match funding for this Grant.

This project will benefit the public by helping to fulfill the goal of the Regional Site Readiness Program to increase the number of appropriate and attractive sites for industrial development and improve Illinois' ability to attract economic development opportunities to communities throughout the state.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

- Grantee is required to submit the following items to DCEO, as applicable:
 - Architect/Engineering Designs
 - Detailed cost project analysis
 - Bids/quotes
 - Copies of executed Contracts
 - Permits, pictures, and media articles
- To promote the sale or lease of site location, Grantee is required to provide documentation showing that the site improved via this Grant funding is listed on the Intersect Illinois Property Search Site: [Illinois Prospector](#).
- Grantee is required to disclose to the Department any sale of the property within three years of grant closeout and describe how the property developed. The Department may reject any sale inconsistent with the intent of the Regional Site Readiness Program within that window, including the provision that the development is industrial in nature. If the sale proceeds despite the Department's rejection, the Department may deny additional reimbursement and/or seek the return of Grant funds.
- Any map, analysis, survey, or report completed with Grant funds must be submitted to the DCEO Grant Manager. Grantor reserves the right to share due diligence documents completed as part of this project with DCEO site readiness partners.
- A final narrative must be submitted with the Final Periodic Performance Report (PPR) outlining – at a minimum – the following:
 - The completion of the project described in Exhibit A of this Agreement.
 - Documentation of any next steps that will be taken and/or due diligence or construction that will occur, to continue preparation of the project site for future sale or lease for economic development purposes.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Tim Gleason
Title: City Manager
Address: 1 Gary K Anderson PLZ
Decatur, IL 62523-1005

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Joshua Green
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-786-0664
TTY#: (800) 785-6055
Email: joshua.d.green@illinois.gov
Address:

GRANTEE CONTACT

Name: Robert Weil
Title: Water Production Manager
Address: 1 Gary K Anderson PLZ
Decatur, IL 62523-1005
Phone: 217-424-2863
TTY#: N/A
Email: RWeil@decaturil.gov
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Taylor Sagle
Email: taylor.sagle@illinois.gov
Phone: 217-785-6437
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.

There were no conditions resulting from the Merit-Based Review.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 02/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 02/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

March 2026

- Quarterly Periodic Financial Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Financial Report (03/17/2026) - Covering Period of 02/01/2025 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (03/17/2026) - Covering Period of 02/01/2025 - 01/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable

schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.339.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.2. Funding Terms and Restrictions.

(a) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXVII and XXX.

(b) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.2 and 27.1 herein. The Grantor reserves

the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(c) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.3 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(d) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.3. Travel Regulations. Costs in accordance with 2 CFR 200.475 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. *See also* 30 ILCS 708/130.

37.4. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee.

37.5. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.6. Equipment and Property Management. The Grantee may not purchase nonexpendable equipment exceeding the amount specified in 2 CFR 200.1 (equipment definition) without the Grantor's prior written approval. 2 CFR 200.439.

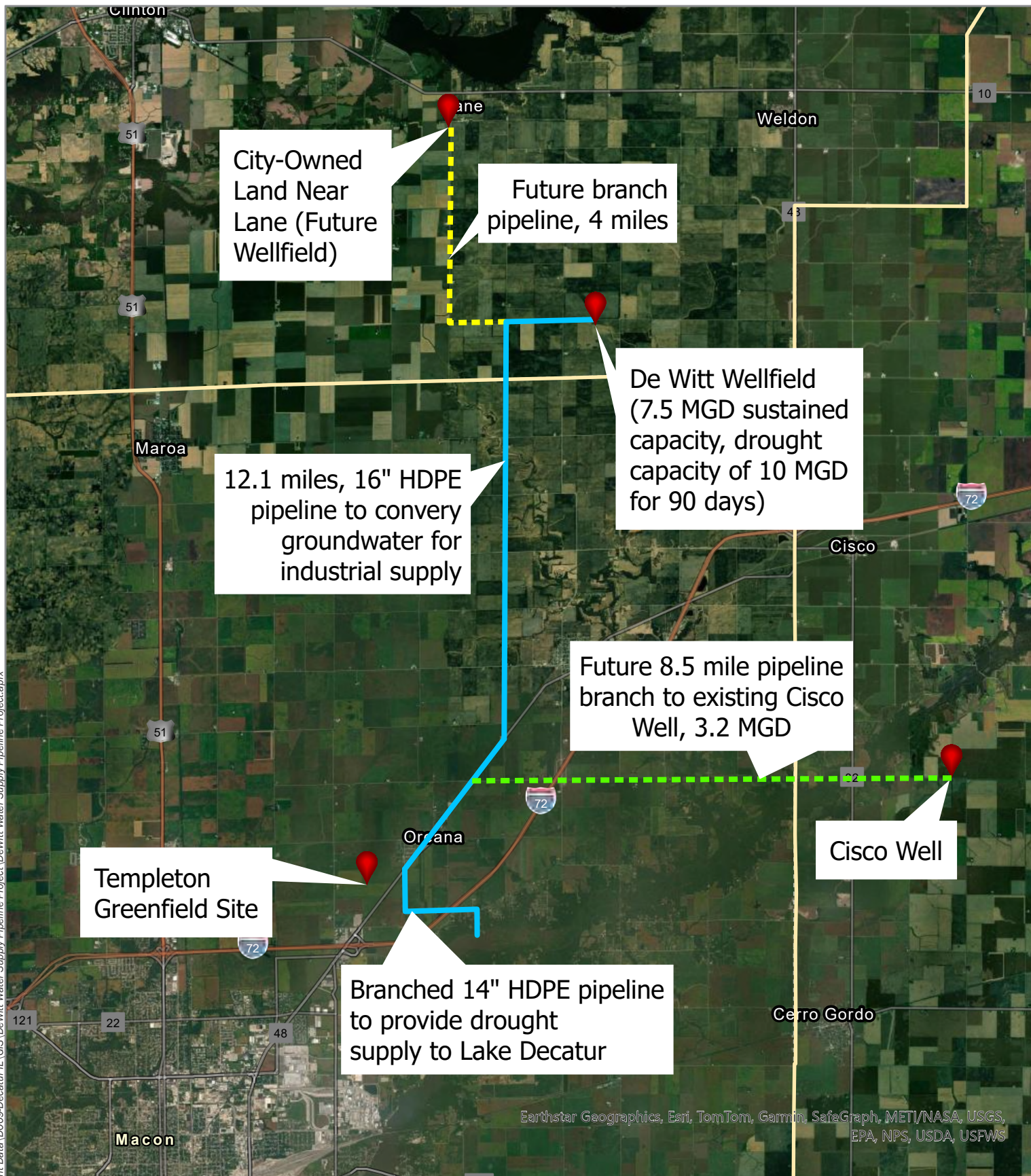
37.7. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b); 2 CFR 200.332. *See also* ARTICLE XIV, herein.

(b) Agreements. Pursuant to paragraph 14.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.8. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.323, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.9. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.



Scale

0 1.5 Miles
1 inch = 3 miles



Legend

- Points of Interest
- Proposed Line
- Future Branch Pipeline
- Future Branch Pipeline to Future Wellfield
- County Line



City of Decatur
DeWitt Water
Supply Pipeline
Project

Page 1 of 1

**LEGAL DEPARTMENT
MEMORANDUM
No. 2025-5**

DATE: June 2, 2025
TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Tim Gleason, City Manager
SUBJECT: Resolution Authorizing Service Agreement for the Supply of Electricity

SUMMARY RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute an electricity supply agreement for the City of Decatur accounts, when optimal pricing is received.

BACKGROUND:

The City of Decatur has been purchasing electricity from an alternative supplier for many years. In the next few months the electricity contract will expire and the City would like to secure a new contract most advantageous to the City.

Due to the volatility of energy costs, pricing received for electric is typically only good for 24 hours. There can be significant pricing swings on a daily and certainly weekly basis. Staff has included preliminary pricing with this item, dated Thursday, May 29th. The City will receive final and best pricing again on Monday, June 2nd. Staff may recommend that this pricing be accepted, or we may opt to reject that pricing and secure pricing again in the coming weeks. This resolution will authorize the City Manager to continue securing pricing until such time as we believe that it is the lowest it will be before final execution.

Staff will provide a recommendation on Monday night based on the pricing received on Monday.

INPUT FROM OTHER SOURCES: City staff and CQI, our energy consultant

STAFF REFERENCE: City Manager, Tim Gleason

Quote Date	5/29/2025
Service	Electricity
Region/ Market	ILLINOIS
Distribution Company	Ameren
Start Date New Contract	Dec- 25 MRD

City of Decatur
Electric
Add/Delete Included

Current Supplier:	Constellation Energy				
Contract Term:	Ends Dec 25	Annual kWh	Annual Cost		
Contract Price:	\$0.08729	18,551,118	\$1,619,327	Current Cost	
Ameren Rate as of Dec 24	\$0.09500	18,551,118	\$1,762,356	Ameren Cost - Price to Compare	Posted Dec 24

<u>All In Fixed</u>				Current Cost	Ameren Cost - Price to Compare
December 2025 - December 2026				\$1,619,327	\$1,762,356
Supplier	12 Months*	Annual kWh	Annual Cost	Estimate vs. Current Contract	Estimate vs. Utility
CNE	\$0.09137	18,551,118	\$1,695,016	(\$75,689)	\$67,341
Homefield	\$0.08790	18,551,118	\$1,630,643	(\$11,316)	\$131,713

<u>All In Fixed</u>				Current Cost	Ameren Cost - Price to Compare
December 2025 - June 2027				\$1,619,327	\$1,762,356
Supplier	18 Months*	Annual kWh	Annual Cost	Estimate vs. Current Contract	Estimate vs. Utility
CNE	\$0.08886	18,551,118	\$1,648,452	(\$29,125)	\$113,904
Homefield	\$0.08418	18,551,118	\$1,561,633	\$57,694	\$200,723

<u>All In Fixed</u>				Current Cost	Ameren Cost - Price to Compare
December 2025 - December 2027				\$1,619,327	\$1,762,356
Supplier	24 Months*	Annual kWh	Annual Cost	Estimate vs. Current Contract	Estimate vs. Utility
CNE	\$0.09145	18,551,118	\$1,696,500	(\$77,173)	\$65,856
Homefield	\$0.08710	18,551,118	\$1,615,802	\$3,525	\$146,554

<u>All In Fixed</u>				Current Cost	Ameren Cost - Price to Compare
December 2025 - June 2028				\$1,619,327	\$1,762,356
Supplier	30 Months*	Annual kWh	Annual Cost	Estimate vs. Current Contract	Estimate vs. Utility
CNE	\$0.09050	18,551,118	\$1,678,876	(\$59,549)	\$83,480
Homefield	\$0.08631	18,551,118	\$1,601,147	\$18,180	\$161,209

<u>All In Fixed</u>				Current Cost	Ameren Cost - Price to Compare
December 2025 - December 2028				\$1,619,327	\$1,762,356
Supplier	36 Months*	Annual kWh	Annual Cost	Estimate vs. Current Contract	Estimate vs. Utility
CNE	\$0.09254	18,551,118	\$1,716,720	(\$97,393)	\$45,636
Homefield	\$0.09088	18,551,118	\$1,685,926	(\$66,599)	\$76,431

* Rates Quoted by the Suppliers are subject to possible future regulatory "Changes in Law" which could include rate changes implemented by the Federal Energy Regulatory Commission, the Utility Grid Management Company - PJM and the State Public Utility Commissions or Agencies.

CQI Associates, LLC requires that above referenced client's management, staff, associates, consultant and contractors shall not disclose the contents or terms of this Agreement and the proprietary information developed and provided by the CQI Associates, LLC to a third party, except in order to comply with the implementation of this Agreement process and any applicable law, order, or regulation.

RESOLUTION NO. 2025_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
ELECTRICITY SUPPLY FOR THE CITY OF DECATUR ELECTRIC ACCOUNTS**

WHEREAS, the City of Decatur has numerous electric accounts across the City facilities and operations, such electric accounts historically supplied with an alternative supplier; and,

WHEREAS, because electricity is a commodity for which supply bids typically are good for about 24 hours, the City of Decatur must act promptly to accept such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its accounts, and,

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur,

NOW THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur, Illinois, Macon County, Illinois, as follows:

SECTION 1. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council.

SECTION 2. The City Manager or his designee is hereby authorized to execute a service agreement for the supply of electricity for the City of Decatur electric supply needs.

SECTION 3. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its electric accounts exists.

PRESENTED and ADOPTED this 2nd day of June, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**Council Memo
Public Works Department
No. 2025-60**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:

Resolution Authorizing the Execution of an Agreement with Concentric Integration, LLC, for South Water Treatment Plant Control Platform Migration Phase 2

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, a resolution authorizing the execution of an agreement with Concentric Integration for South Water Treatment Plant Control Platform Migration Phase 2 in the amount of \$154,250.00

BACKGROUND:

The City of Decatur has been an early adopter of advanced technology to operate the water treatment plant, and this recommended action would take a major step forward in using the latest technology released for supervisory control and data acquisition (SCADA) systems. In 2020, Concentric Integration prepared a SCADA Master Plan, which has been guiding the City's SCADA investments for the past four years. Significant progress has been made and implementation is actually ahead of schedule. The improved controls and automation greatly facilitate the mission of sustaining life with clean water. The current year, 2025, is Year 4 of the Master Plan and this project will involve items 1, 4, 6 and 11 of the plan.

Budget Cost Summary Table

#	Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
1	Upgrade SCADA Software*			\$35k			\$40k		
2	Replace SCADA Hardware*					\$40k			
3	Design PLC Panel Upgrades*	\$180k							
4	Upgrade Remote PLC Panels*		\$752k		\$117k				
5	Upgrade Plant PLC Panels*		\$100k	\$425k	\$220k	\$45k			
6	Improve System Monitoring				\$13k	\$61k	\$61k		
7	Various Improvements*	\$50k							
8	Improve Business Intelligence						\$35k		
9	Improve SCADA Network*	\$15k				\$15k			
10	Improve Cybersecurity*	\$30k							
11	Improve SCADA Application						\$90k		
12	Improve Pump Monitoring				\$13k	\$35k	\$35k	\$43k	\$35k
	* = Critical Item								
	Total	\$2,485,000	\$275k	\$852k	\$460k	\$363k	\$196k	\$261k	\$43k
									\$35k

SCADA technology relies on an operating system that is similar to Windows or Mac, but customized for this type of control system. The original control platform in use by the treatment plant has reached the end of its service life, new control platforms have been released which offer greater functionality. The City's SCADA integrator, Concentric Integration, has recommended the "Ignition" platform provided by Inductive

Automation, Inc. as the best suited to our plant. This platform will allow the plant operators to view and control virtually every aspect of the plant and remote sites. It will allow the City to convert some processes from manual control to automated control if needed. The Ignition platform also offers a greater level of cybersecurity. In the future, this platform can facilitate the transition to the use of AI for plant operation if beneficial.

The proposal from Concentric Integration will provide the professional services and equipment needed to complete the migration to the new Ignition control platform.

LEGAL REVIEW: The agreement was sent to Corporate Counsel for review on 4/28/25.

PRIOR COUNCIL ACTION:

On November 18, 2024, Council approved the operating and capital budget for fiscal year 2025, which includes a total of \$600,000 for operational improvements to the South Water Treatment Plant. Of this budget, \$280,965 has been encumbered for other projects, leaving an unencumbered balance of \$319,035.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

Concentric Integration

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager. Matt Newell will be at the City Council meeting to answer any questions the Council may have about this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: The agreement with Concentric Integration is within the unencumbered balance for FY 2025 for operational improvements to the South Water Treatment Plant.

Time Implications: There is sufficient staff allocation to support the migration project. Ultimately, the increased level of plant automation will provide efficiencies in labor allocation. The same number of water treatment operators will likely be required, but the jobs could be redesigned to require less manual labor and more data interpretation and application.

ATTACHMENTS:

1. 2025-60 Resolution - SWTP Control Platform Migration
2. 2025-60 Location Map SWTP Control Platform Migration

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
SOUTH WATER TREATMENT PLANT
CONTROL PLATFORM MIGRATION, PHASE 2**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a fee not to exceed \$154,250.00.

PRESENTED AND ADOPTED this 2nd day of June 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



EXHIBIT A

Project Proposal

May 14, 2025

Mr. Robert Weil
Water Production Manager
City of Decatur, IL
1155 S. Martin Luther King Jr Drive
Decatur, IL 62521

Subject: iFix to Ignition Migration Phase 2

Concentric Project Number: 2500519.00

Dear Mr. Weil:

Last year, Concentric began working on a project to start migrating the existing Water Treatment Plant GE iFix SCADA system to a more versatile and feature-rich SCADA software using the Ignition Perspective platform. The first phase began with deploying the new system and migrating select processes at the plant and the distribution system.

The following scope of services outlines the second migration phase, which will bring the rest of the plant system into the new Ignition SCADA platform and sunset the GE iFix systems.

Scope of Services

Equipment

Concentric will provide the following equipment:

1. Quantity one (1) Dell laptop computer with a minimum of 32GB RAM, Core Ultra 7 processor, 512 GB SSD, and 15.6" display.
2. Quantity one (1) Rockwell Studio 5000 Full Edition PLC/Panelview 5000 programming license.

Labor

Project Management

1. Plan, schedule, and coordinate the activities required to complete the Project.
2. Coordinate an on-site kickoff meeting prior to the start of work.
3. Provide Monthly project status updates via email.





SCADA Migration

1. Provide visibility and control for the following sections of the existing iFix SCADA system and the corresponding datapoints and alarms:
 - a. Filter system
 - b. Nitrate removal system
 - c. SCC11 – Raw water pump station
 - d. SCC10 – Dam
 - e. Bulk storage
 - f. Power monitoring and efficiency
 - g. Pre-Configured Trends
 - h. ADM Water Plant Monitoring
2. Redevelop SCADA datapoints (tags) and screens for the remainder of the City's existing iFix SCADA system using the style guide previously developed. Concentric recommends developing the SCADA Graphics using High Performance HMI Guidelines:
 - a. Analog values, such as flow rates, pressures, tank levels, etc., will be visualized graphically and numerically. Graphical depictions of analog process values allow users to glance at SCADA and see whether the value falls within an acceptable range. They also provide the benefit of seeing when a value is about to go into a warning or alarm condition, enabling users to change the process before an alarm condition occurs.
 - b. When values do fall outside the acceptable range, the graphics will alert users in three ways: change of color, text stating the condition, and a visible warning or alarm symbol.
 - c. High-performance graphics avoid using unnecessary animated graphics, pictures as backgrounds, and inconsistent color-coding that can distract users.
 - d. The color scheme within the graphics will limit the use of color. Color will be specifically used and be consistent in definition. The colors selected will also consider color blindness.
 - e. Graphic displays will typically follow a four-tier hierarchy:
 1. Level 1: Overview of the entire system with only critical KPI's shown
 2. Level 2: Process-specific overview with trends shows past process behavior
 3. Level 3: Specific sub-process or site data displayed
 4. Level 4: Pop-up window with capabilities to control the sub-process of the site
3. A desktop and mobile version of the SCADA graphics will be developed in Ignition:
 - a. The desktop version will be accessible via a web browser. The graphics will scale accordingly to fit various screen sizes.
 - b. The mobile version will be accessed via the Ignition Perspective mobile application and optimized for users on smaller devices.





4. Users will be assigned a security level, which will limit them to certain SCADA functionality and/or specific graphics.
5. Set up and configure the SCADA historian to log historical data using the criteria set forth in the sections above.
 - a. Historize the datapoints within Ignition to provide the same historical data logging configured in the iFix Historian for the remaining datapoints not previously migrated in Phase 1.
6. Decommission the iFix system.
 - a. Decommission and reallocate resources from SWTSC01 – iFix primary virtual server.
 - b. Decommission and remove SWTSC02 – iFix backup physical desktop from service.
 - c. Decommission and reallocate resources from SWTRDS01 – iFix remote desktop services virtual server.
 - d. Suspend and leave in place SWTHIST1 – iFix Historian virtual server.
 - i. This server will not be decommissioned and have its resources reallocated, as it will remain available for retrieving historical data for any logged data prior to the implementation of Ignition. This server must remain available until the ignition historical server has the EPA-required historical data for the time period fully available within its system.
7. Operator Workstation Reprovisioning.
 - a. The following existing iFix operator workstations will be reprovisioned to Ignition perspective operator workstations, utilizing the following sequence:
 - i. Reformat the operating hard drive of the workstation and start with a clean installation of Microsoft Windows 11.
 - ii. Follow the Concentric standards for commissioning a desktop computer, renaming the workstations accordingly:
 1. DECAC-SV01 for the left control room console workstation.
 2. DECAC-SV02 for the lab workstation.
 - e. Install and configure the Ignition Perspective Workstation application.
 - c. This sequence will commence once the decommissioning of the iFix servers in Step 6 above is completed. Only one of the workstations is to be unavailable at any given time.
 - i. SWTSV01a
 - ii. SWTSV02
8. Provide up to 80 hours of programming to be used as requested by the City to deploy any additional feature requests and integration of equipment monitoring into the Ignition SCADA system.





ADM Telemetry Migration

1. Investigate the current ADM Radio telemetry and determine the best course of action to remove the existing serial radio and replace with City provided Cradlepoint cellular gateway.
2. Install and provision one (1) new Cradlepoint cellular gateway.
3. Startup and commission the communication exchange between the City of Decatur and ADM to read and write the data as it is currently exchanged by the serial data telemetry, utilizing the new cellular telemetry.

Development Server

1. Provision one (1) new virtual machine to serve as a dedicated development server.
2. Install the following development software on the virtual machine.
 - a. Ignition Developer
 - b. Rockwell software Studio 5000 versions 34 through the most current version available
 - c. Rockwell software RSLogix 500
 - d. Factorytalk View ME Studio

Maintenance Laptop

1. Provision one (1) new Maintenance Laptop and apply all Windows updates/firmware patches.
2. Install the following development software.
 - a. Rockwell software Studio 5000 versions 34 through the most current version available
 - b. Rockwell software RSLogix 500
 - c. Factorytalk View ME Studio

Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
 - a. Updated Network Diagram
 - a. Signed Field Device Test Reports
 - b. Migrated PLC Programs
 - c. As-built wiring diagrams, detailing the completed installations
 - d. Ignition SCADA backup





Fee

Our fee for the above scope is a lump sum of \$154,250.00.

This proposal is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
4. Customer will dispose of/recycle any removed equipment.
5. Customer will provide the Microsoft Windows licensing for the new SCADA virtual machine.
6. Customer will provide and install any anti-virus and backup software on the new Maintenance Laptop and Development VM.
7. Customer will provide the cradlepoint cellular gateway.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- ☒ DOES apply
☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.





Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Terms and Conditions attached to this document are hereby incorporated into this Project Agreement. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK



CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

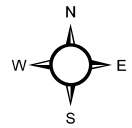
DATE: _____

City Clerk: _____





South Water Treatment Plant Control Platform Migration Phase 2



**Council Memo
Public Works Department
No. 2025-61**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Paul Caswell, City Engineer

SUBJECT:

Resolution Authorizing Amendment Number 4 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, City Project 2020-13

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to Amendment Number 4 to a professional services agreement between the City of Decatur and Clark Dietz Inc. to provide professional engineering services to the City, for a fee not to exceed \$199,627.80.

BACKGROUND:

The Engineering Division of the Public Works Department approved personnel roster that includes 5 engineers (City Engineer, Assistant City Engineer, Engineering Project Manager, Civil Engineer II (currently unfunded), and Civil Engineer I) and 7 Engineering Technicians (2 Technician III, 3 Technician II, and 2 Technician I). The Division has had difficulties filling and retaining engineer and technical positions.

One Assistant City Engineer position was converted to an Engineering Project Manager in March of 2023 due to the position being vacant for a year with no qualified applicants. The other Assistant City Engineering position was filled briefly but has been vacant since June of 2024 when the Assistant City Engineer was promoted to the Water Production Manager.

The City currently has two Technician positions open. In recent years, the department has been short technicians due to retirements and promotions. One of the Technician positions has been open since April of 2024 due to no qualified candidates applying.

Many communities and the private sector are struggling to fill civil engineering and engineering technician. In 2020, the City entered into an agreement with Clark Dietz, Inc., to help fill the gap of vacant positions in the Engineering Division. Given the ongoing lack of applicants for vacant positions, and the current project load, it is preferable to continue to contract out a portion of the services needed by the Engineering Division. This will enable the Public Works Department to keep storm, sewer, transportation, and water infrastructure projects, operations, and other services on track.

Professional Services Agreement Amendment No 4

Over the past year, Clark Dietz, Inc (CDI) has provided the additional staff needed to assist the Public Works Engineering Division fulfill its obligations to the City. They have provided an employee that typically spends two days a week at the City offices with additional tasks sent to other CDI staff as needed. Amendment number 4 will provide additional hours for various sewer, storm, transportation, and water engineering services. The

cost of \$199,627.80 is estimated to last through August 2026. The contract is billed by the actual hours worked for the City and can be reduced or terminated if positions are filled and the services are no longer needed.

LEGAL REVIEW: The Original Agreement was approved by the Legal Department on August 25th, 2020. Amendment 1 was provided to the Legal Department on April 20, 2021 and Amendment 2 was reviewed on December 12, 2021, and Amendment 3 was provided on September 13, 2022 and Amendment 4 on May 22, 2025.

PRIOR COUNCIL ACTION:

September 8, 2020 - City Council authorized R2020-118 approving the original agreement with Clark Dietz Inc. for professional services for a not to exceed fee of \$187,670.

May 3, 2021 - City Council authorized the Amendment No 1 to the agreement with Clark Dietz Inc. for professional services for a not to exceed fee of \$84,752.40.

December 20, 2021 - City Council authorized the Amendment No 2 to the agreement with Clark Dietz Inc. for professional services for a not to exceed fee of \$124,971.80.

September 20, 2022 - City Council authorized R2022-153 approving the Amendment No 3 to the agreement with Clark Dietz Inc. for professional services for a not to exceed fee of \$249,950.35.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Clark Dietz Inc.

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: Proposed Amendment Number 4 to the professional services agreement with Clark Dietz Inc. is for a fee of \$199,627.80. It is proposed that this fee be shared between the Storm Drainage Fund at 40%, the Sanitary Sewer Fund at 30%, Water Fund at 30%.

Staffing Impact: Staff time is allocated to manage this project.

SCHEDULE: Services will continue upon approval of the Council.

ATTACHMENTS:

1. 2025-61 Resolution Authorizing Amendment No. 4 Clark Dietz with Exhibit 1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NUMBER 4 TO AN AGREEMENT
WITH CLARK DIETZ INC., TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES TO THE CITY OF DECATUR, CITY PROJECT 2020-13**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That Amendment No. 4 presented to the Council herewith as Exhibit 1 and made part of hereof, between Clark Dietz Inc. and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 4 between the City of Decatur, Illinois and Clark Dietz Inc. for a cost not to exceed \$199,627.80.

Section 3. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 2nd day of June, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Exhibit 1

Amendment

Date: May 15, 2025 Project: Various Engineering Services
Request No. 4 ☐ Final Project Number: 2020-13

Consulting
Engineer: Clark Dietz, Inc
Address: 125 West Church Street
Champaign, IL 61820

I recommend that an ☒ addition of \$ 199,627.80 be made to the above contract.
☐ deduction

I recommend that an extension of 365 days be made to the above contract completion date.
The revised completion date is now August 3, 2026 .

Amount of original contract	\$	<u>187,670.00</u>
Amount of previous amendments	\$	<u>459,674.55</u>
Amount of current amendment	\$	<u>199,627.80</u>
Amount of adjusted/final contract	\$	<u>846,972.35</u>

☒ addition
Total net ☐ deduction to date \$ 659,302.35 which is 351 % of Contract Price

State fully the nature and reason for the Amendment Continue to support the City's Engineering Department Staff on a part time basis by providing in-house engineering services

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☒	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
Public Works Director _____
Date _____

Approved _____
Mayor _____
Date _____

Attested _____
City Clerk _____
Date _____



May 15, 2025

Mr. Matthew Newell
Public Works Director
1 Gary K Anderson Plaza
Decatur, IL 62523

Re: Time and Scope Extension
Various Engineering Services
Decatur Project No. 2020-13
Clark Dietz Project No. D00900100

Dear Mr. Newell:

We understand that the City would like to extend our Various Engineering Services project beyond its original number of estimated hours. We have appreciated and enjoyed working with the City on these various engineering services to date and appreciate the opportunity to continue working with you.

The scope as we understand it includes various as-needed items such as:

- Assisting staff with stormwater issues, sanitary service issues, and water main replacements.
- Helping with SWPP inspections on an as needed basis.
- Preparing AutoCAD & Drafting standards.
- Developing capital improvement projects similar to the multiple capital projects already completed.
- Assessing the condition of existing sanitary sewers and identifying critical failure areas.
- Additional staff may be required to assume the Land Development duties, program management, and continue Site Plan Reviews for the City.
- Additional staff may be required to help assist with traffic design and analysis on an as-needed basis to supplement on-going and upcoming staffing shortages

In addition to these tasks, we understand that the City may request Clark Dietz assist with other design tasks as they may arise. The fee estimate for these scope items is attached, as are our direct labor rates, the City's Contract Amendment form, and the City's timeline form for this additional work.

We plan to continue utilizing the staff and project management as we currently have working with you, as well as bringing on staff as needed to meet your needs. We are confident that our team will be able to provide cost-effective, high-quality services for the City. If you have any questions or require additional information, please don't hesitate to call me.

Sincerely,
Clark Dietz, Inc.

Chad W. Larimore
Project Manager

City of Decatur
Engineering Services Project
Clark Dietz - Scope of Work and Fee Estimate
May 2025

	QAQC Engineer P-7	Principal in Charge P-6	Project Engineer P-5	Project Engineer P-4	Engr/ Tech T-4	Staff Engineers P-2	Expenses	Task Total
Project 1 - Various Engineering Services								
Project Management					40			\$ 5,790.80
In-house Engineering			90		1000		\$ 6,500	\$168,289.00
Office Support (transportation, structural, survey, municipal)	20	20	20	40		40	\$ 500	\$ 25,548.00
TOTAL HOURS	20	20	110	40	1040	40		
Est. Direct Labor \$/hr	\$80.00	\$75.00	\$61.00	\$54.00	\$46.70	\$40.00		
Multiplier	3.1							
TOTAL FEE	\$4,960	\$4,650	\$20,801	\$6,696	\$150,561	\$4,960	\$ 7,000	\$199,627.80

Assumptions:

- This estimate assumes 1 employee 15 to 20 hours per week, and 1 employee 2 to 5 hours per week, for twelve months from July 1, 2025 to August 1, 2026. Additional hours based upon tasks as needed for additional services. Services may be extended per City direction.
- Clark Dietz's in-house engineer will be provided with a City of Decatur workstation with necessary computer accommodations.
- Mileage to/from the City of Decatur will not be charged, but standard mileage or daily vehicle rate of \$25/day will be invoiced as it relates to the scope of services.
- Use of Clark Dietz's survey equipment will be an additional expense. Depending on survey needs, a second Clark Dietz engineer may be required at additional hours.
- Depending on the task, the in-house engineer may require support from other Clark Dietz engineers (code compliance, hydraulic calculations, infrastructure assessments, etc.). If required, office support staff will be charged per the schedule of direct labor rates. An assumed amount of office hours is included for budgetary purposes. Actual hours may differ, depending on the office support required.

EXHIBIT C
PROJECT TIMELINE

City of Decatur

Project: Engineering Services Project

Clark Dietz - Expected Project Timeline

Notice to Proceed	July 1, 2025
Project 1 – Various Engineering Services	
Start Week of	July 7, 2025
End Week of	August 3, 2026*

* Deadline may be extended by a mutual agreement.

SCHEDULE OF DIRECT LABOR RATES

CLARK DIETZ, INC.

January 1, 2025

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
Engineer 9	107.00	107.00
Engineer 8	91.35	104.00
Engineer 7	79.00	84.00
Engineer 6	63.00	77.00
Engineer 5	53.50	69.00
Engineer 4	44.80	57.80
Engineer 3	42.00	51.50
Engineer 2	38.00	46.00
Engineer 1	36.50	39.75
Technician 5	52.00	65.50
Technician 4	41.75	57.80
Technician 3	34.50	42.50
Technician 2	28.70	33.60
Technician 1	21.00	29.60
Clerical	23.75	59.00

Notes:

This schedule covers most of our employees. Some changes in job titles and salaries may occur due to employee changes. The rates in this schedule will be reviewed and adjusted as necessary, but not sooner than six months after the date of this schedule. Rates are the actual salaries or wages paid to employees of Clark Dietz.

**Council Memo
Police Department
No. 25-15**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Brad Allen, Chief of Police

SUBJECT:
Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the invoices presented for new police officer recruit training totaling \$40,950.00 be paid to MCLETC.

BACKGROUND:

DPD uses the Macon County Law Enforcement Training Center for new police officer recruit training for initial training and state certification. The department is required to pay the invoices and then seek reimbursement from the state.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: none

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Brad Allen, Chief of Police, 424-2745 and Erik Ethell, Deputy Chief, 424-2740.

BUDGET/TIME IMPLICATIONS: The costs of these expenses have been budgeted for 2025.

ATTACHMENTS:

1. MCLETC Resolution
2. MCLETC invoice 1
3. MCLETC invoice 2

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING PAYMENT TO THE MACON COUNTY LAW
ENFORCEMENT TRAINING CENTER FOR NEW POLICE OFFICER RECRUIT
TRAINING**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the invoices presented to the City Council herewith from MCLETC for new police officer recruit training be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute payment to MCLETC on behalf of the City of Decatur in an amount not to exceed \$40,950.00.

PRESENTED, PASSED, APPROVED and RECORDED this 2nd day of June 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Macon County Law Enforcement Training Center
1095 Rotary Way
Decatur, IL 62521

Invoice

Date	Invoice #
4/28/2025	24-1514

Bill To
Decatur Police Department 707 W South Side Dr Decatur IL 62521

Account #		121509/4588			Due Date		5/28/2025	
Date	Item	Quantity	Description	Unit	Rate	Amount		
4/28/25	BLEA Tuition	2	RC25-25 1/5-4/25/25 for Middleton and Vickers *Tuition includes lodging, meals, wearables, supplies and ammunition		8,140.00	16,280.00		
	OC Spray	2	Elective		50.00	100.00		

E-mail
mpounder@richland.edu



Macon County Law Enforcement Training Center
1095 Rotary Way
Decatur, IL 62521

Invoice

Date	Invoice #
4/28/2025	24-1513

Bill To
Decatur Police Department 707 W South Side Dr Decatur IL 62521

Account #		121509/4588			Due Date		5/28/2025	
Date	Item	Quantity	Description	Unit	Rate	Amount		
4/28/25	BLEA Tuition	3	RC25-25 1/5-4/25/25 for Cutright-Werkman, Fuchs and Jordan		8,140.00	24,420.00		
	OC Spray	3	*Tuition includes lodging, meals, wearables, supplies and ammunition Elective		50.00	150.00		

E-mail
mpounder@richland.edu

**Council Memo
Police Department
No. 25-17**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Brad Allen, Chief of Police

SUBJECT:
Resolution Authorizing Payment to Central Square for Software Maintenance Fees

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the Central Square invoice for software maintenance fees, at a total cost of \$67,702.26, be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$65,644.11 from Decatur Police Department line item and \$2,058.15 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$10,588.63 and from the Village of Mt. Zion in the amount of \$1,509.76 for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$12,098.39.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. In October 2011. SunGard Public Sector Inc. was acquired by, and is currently operated by, Central Square Technologies. The last renewal period was approved on October 7, 2024, for the commencement date of January 1, 2025, and expiring on June 30, 2025.

Due to unanticipated delays in the implementation timeline of the Tyler Technologies CAD/RMS system, the contract now needs to be renewed for the period of July 1, 2025, through December 31, 2025, which is the minimum length (six months) that Central Square will allow for maintenance agreements. With the future implementation of the new Tyler Technologies CAD/RMS system, this should be the final renewal with Central Square. Tyler Technologies has an anticipated “go-live” date set for November of 2025.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

Similar requests for previous years have been approved by prior council action. Renewal from January 1, 2025, to June 30, 2025, was approved under Council Resolution R2024-333.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Brad Allen, Chief of Police, 474-2745, ballen@decaturil.gov, and Erik Ethell, Deputy Chief, 424-2740, eethell@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have not been budgeted for the 2025 fiscal year.

ATTACHMENTS:

1. Council Resolution 2025
2. 2025 Central Square User Fees
3. Central Square invoice - 2025 extension

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING PAYMENT TO CENTRAL SQUARE FOR
SOFTWARE MAINTENANCE FEES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the invoice presented to the City Council herewith with Central Square Technologies for software maintenance fees be, and the same is hereby received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Central Square Technologies, in an amount not to exceed \$67,702.26 for the period of July 1, 2025, and expiring December 31, 2025.

PRESENTED, PASSED, APPROVED, AND RECORDED this 2nd day of June 2025.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CENTRAL SQUARE MAINTENANCE AGREEMENT FEES – 2025

The total invoice for 2025 is \$67,702.26

INVOICE LIABILITIES

Decatur Police pays 79.09% which is \$53,545.72

Decatur Fire pays 3.04% which is \$2,058.15

Mt. Zion PD pays 2.23% which is \$1,509.76

MSO pays 15.64% which is \$10,588.63



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
433719

Date
3/19/2025

Page
1 of 4

Bill To
Decatur Police Department
Shane G. Brandel
707 South Side Drive
Decatur IL 62521-4021
United States

Ship To
Decatur Police Department
Shane G. Brandel
707 South Side Drive
Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
4154	Decatur Police Department		USD	6/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-213628				
1	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	0.00	0.00
2	ONESolution Gang - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	0.00	0.00
3	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	2	251.88	503.77
4	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	4,617.77	4,617.77
5	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	65	148.52	9,653.81
6	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	3,358.38	3,358.38
7	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	55	148.52	8,168.58
8	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	65	29.86	1,940.99
9	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	55	74.63	4,104.77



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
433719

Date
3/19/2025

Page
2 of 4

Bill To
Decatur Police Department
Shane G. Brandel
707 South Side Drive
Decatur IL 62521-4021
United States

Ship To
Decatur Police Department
Shane G. Brandel
707 South Side Drive
Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
4154	Decatur Police Department		USD	6/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
10	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	1,259.41	1,259.41
11	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	25	74.63	1,865.81
12	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	60	22.39	1,343.56
13	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	5,877.17	5,877.17
14	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	2,238.92	2,238.92
15	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	1,865.77	1,865.77
16	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	373.17	373.17
17	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	923.56	923.56
18	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	820.97	820.97



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
433719

Date
3/19/2025

Page
3 of 4

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Decatur IL 62521-4021
United States

Ship To
Decatur Police Department
Shane G. Brandel
707 South Side Drive
Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
4154	Decatur Police Department		USD	6/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
19	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	373.17	373.17
20	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	5	238.06	1,190.32
21	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	60	47.26	2,835.34
22	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	1,343.37	1,343.37
23	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	746.32	746.32
24	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	3,731.53	3,731.53
25	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	3,731.53	3,731.53
26	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	1,865.77	1,865.77
27	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	113.66	113.66
28	ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	689.68	689.68



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Invoice

Invoice No
433719

Date
3/19/2025

Page
4 of 4

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Ship To
Decatur Police Department
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Decatur IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
4154	Decatur Police Department		USD	6/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
29	ONESolution Document Scanning and Storage - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	682.98	682.98
30	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	741.09	741.09
31	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 12/31/2025	1	741.09	741.09

Please include invoice number(s) on your remittance advice.
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal 67,702.26

Tax 0.00

Invoice Total 67,702.26

Payments Applied 0.00

Balance Due **USD 67,702.26**

**Council Memo
Police Department
No. 25-19**

DATE: 6/2/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Brad Allen, Chief of Police

SUBJECT:

Resolution Authorizing Execution of a Radio Porting Agreement with the Macon County Emergency Telephone System Board (ETSB) and City of Decatur

SUMMARY RECOMMENDATION: It is the recommendation of staff that the City Council approve the resolution authorizing execution of the Radio Porting Agreement with the Macon County Emergency Telephone System Board (ETSB), and further authorize payment of the STARCOM21 access fee for February 1, 2025, and expiring January 31, 2026, in the amount of \$136,791.08. This payment reflects the combined radio access costs for Decatur Public Works, Water, Lake, Fire, and Police departments and represents a shift from the prior practice of each department making separate installment payments to Motorola.

BACKGROUND:

The City of Decatur has historically paid STARCOM21 radio access fees directly to Motorola Solutions, Inc. on a departmental basis, with each department issuing individual payments in installments. Under a new regional agreement, the Macon County Emergency Telephone System Board (ETSB) has entered into a master contract with Motorola Solutions, Inc. to manage STARCOM21 system access across agencies. In accordance with the new Radio Porting Agreement, ETSB now serves as the central coordinator and billing agent, designating radios and collecting an annual contribution from participating entities to cover the STARCOM21 system access fees.

The City now receives a single consolidated annual invoice from ETSB rather than multiple departmental invoices from Motorola. The total invoice from ETSB for a period beginning February 1, 2025, expiring January 31, 2026 is \$136,791.08, covering access for 475 radios across five city departments:

Decatur Public Works: 86 radios – \$32,012.16

Decatur Water: 74 radios – \$23,592.96

Decatur Lake: 2 radios – \$715.68

Decatur Fire: 102 radios – \$26,212.32

Decatur Police: 211 radios – \$54,777.96

This consolidated and coordinated approach is expected to reduce administrative overhead, streamline payment processing, and support continued efficient operation of the City's emergency communications system.

LEGAL REVIEW: City Legal has reviewed this agreement.

PRIOR COUNCIL ACTION:

There has been no prior Council action on this matter.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Brad Allen, Chief of Police, 424-2745, and Erik Ethell, Deputy Chief, 424-2740.

BUDGET/TIME IMPLICATIONS: These costs of these expenses have been budgeted for 2025.

ATTACHMENTS:

1. Council Resolution 2025
2. 2017 ETSB Agreement
3. Porting Agreement
4. ETSB invoice

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING EXECUTION OF A RADIO PORTING AGREEMENT
WITH THE MACON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)
AND CITY OF DECATUR.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Porting Agreement between the City of Decatur and the Macon County Emergency Telephone Board (ETSB), as presented to the City Council herewith, is hereby received, placed on file, and approved.

Section 2. That the invoice presented to the City Council herewith with the Macon County Emergency Telephone Systems Board for STARCOM21 user access fees for the City of Decatur, and the same is hereby received, placed on file, and approved.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Porting Agreement between the Macon County Emergency Telephone Board (ETSB) and the City of Decatur, and execute said Purchase Order on behalf of the City of Decatur to Macon County Emergency Telephone Systems Board, in an amount not to exceed \$136,791.08 for the period of February 1, 2025, and expiring January 31, 2026.

PRESENTED, PASSED, APPROVED, AND RECORDED this 2nd day of June 2025.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

AGREEMENT

THIS AGREEMENT entered into this 5th day of ~~December~~, 2016, by and between the MACON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "ETSB") and the CITY OF DECATUR (hereinafter referred to as "City"):

NOW WITNESSETH:

WHEREAS, the ETSB has established a MACON COUNTY ENHANCED 9-1-1 PUBLIC SAFETY ANSWERING POINT ("PSAP"); and

WHEREAS, the Decatur Police Department's Emergency Communications Center is the current location for the PSAP within the Macon County Enhanced 9-1-1 System; and

WHEREAS, the parties understand that the PSAP is responsible for receiving 9-1-1 calls that originate from within the Macon County Enhanced 9-1-1 System boundaries; and

WHEREAS, it is understood by the parties that the PSAP may receive 9-1-1 calls for service that originate from areas outside of the County of Macon's boundaries, and in such situations, without regard to the point of origination of said 9-1-1 calls, the PSAP agrees to handle said 9-1-1 calls in accordance with the procedures adopted by the ETSB, the Statutes of the State of Illinois, and the Rules and Regulations established by the Illinois Commerce Commission; and

WHEREAS, it is understood that the funding of Enhanced 9-1-1 services derives from the telephone surcharge as provided for by Illinois law and collected by the ETSB.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter recited, the parties do hereby agree as follows:

I

DURATION

This Agreement shall be in effect from the date of signing by the parties, though December 31, 2021, and from year to year thereafter unless either party hereto gives notice of withdrawal as provided herein.

Notice of withdrawal shall be given no less than ninety (90) days prior to the anniversary date of this Agreement. Such notice of withdrawal will be sent via registered or certified mail to the Decatur City Manager or to the Chairman of the Macon County ETSB. Upon receipt of notice of withdrawal, representatives from the ETSB and the City shall meet within thirty (30) days to arrange for the transfer of duties and a disposition of equipment, including both hardware and software. Both parties agree that it is in the best interest of the citizens of Macon County that neither will terminate any part of their performance under this Agreement until a date no less than six (6) months after such notice of withdrawal has been received.

If the City ceases to provide, at any time during the term of this Agreement, for the administration of the Emergency Communications Center, for the Emergency Communications Center PSAP operations, and/or for the staffing of the Emergency Communications Center and PSAP with Emergency Communications Specialists, this Agreement shall automatically terminate.

II

DUTIES AND RESPONSIBILITIES OF CITY

- A. The City agrees to abide by and adhere to the Emergency Telephone System Act (50 ILCS Section 750 et. seq.).**
- B. The City agrees to abide by and adhere to Title 83, Public Utilities-Chapter 1: Illinois Commerce Commission-Sub-Chapter F: Telephone Utilities-Part 725 (Standards of Service applicable to 9-1-1 Emergency Systems).**
- C. The City agrees to abide by Emergency Telephone System Standard Operating Procedures which are mutually established and amended from time to time by the ETSB and the Chief of Police for the City or his designated representative as outlined in Section V-POLICES AND PROCEDURES of this Agreement.**
- D. The City agrees to allow unscheduled access to the E9-1-1 equipment owned and maintained by the ETSB to ETSB Staff and the Vendor(s) selected by the ETSB to install and maintain any E9-1-1 equipment of system.**
- E. The City agrees that the E9-1-1 equipment purchased by the ETSB and installed at the PSAP shall remain the property of the ETSB.**
- F. The City agrees that representatives of the ETSB or the Vendor(s) selected by the ETSB shall be the only personnel authorized to maintain, modify, move or change the configuration of the E9-1-1 equipment owned and maintained by the ETSB and installed at the PSAP without the written permission of the ETSB, except as defined by policies agreed to by the City and the ETSB as outlined in Section V-POLICES AND PROCEDURES.**
- G. The City agrees to provide for the administration of the Emergency Communications Center, to provide Emergency Communications Center and PSAP operations on a 24-hour a day basis, and to staff the Emergency Communications Center and PSAP with Emergency Communications Specialists (Telecommunicators) whose training meets the standards established mutually by the ETSB, the City and any regulating governmental authorities.**

H. The City agrees, through its Lease Agreement with the Decatur Public Building Commission, to provide an alternate power source (generator) and an uninterruptible power source for the E9-1-1 equipment, for the testing of this alternate power source on a monthly basis as established by the policies of the Decatur Public Building Commission and the suppliers of said equipment, and for the maintenance of said equipment in good working order. Any additional expenses associated with upgrades or replacement of equipment or modification of the Law Enforcement Building by the Decatur Public Building Commission or the City, that is required by equipment installed on behalf of the ETSB, shall be at the expense of the ETSB.

I. The City agrees to provide records and/or recordings of E9-1-1 calls received by the PSAP to the ETSB Director as requested.

J. The ETSB may require City personnel to participate in training and the City shall provide such personnel for training subject to availability as determined by the City. The City agrees to provide at no cost to the ETSB all training and certification required by the State of Illinois for Law Enforcement Agency Data System ("LEADS") for employees of the Emergency Communications Center. Any other training which is required by the ETSB shall be at the expense of the ETSB. The ETSB shall reimburse the City for all expenses of such required training, which expenses shall include, but are not limited to the following: class fees and registration, travel, lodging, meals, and salaries of the employees attending, and the actual amount of overtime necessitated by the absence of on duty employees to attend the training.

K. The City agrees to cooperate with the Decatur Public Building Commission and the ETSB to make reasonable Emergency Communications Center modifications to allow for installation of E9-1-1 equipment. Any additional expenses associated with any modification, addition, upgrades or replacement of equipment at the Emergency Communications Center by the Decatur Public Building Commission or the City required by equipment installed on behalf of the ETSB shall be at the expense of the ETSB.

L. The City agrees to report all E9-1-1 System errors and disruptions to the ETSB Director's Office in a timely manner, as defined in policies and procedures to be established mutually by the parties to this Agreement.

M. The ETSB agrees to allow access for the City of Decatur to the electronic database for E9-1-1 telephone calls in the software installed by the ETSB, for quality control purposes and for reporting as required by various state and federal regulations, as outlined in policy and procedures established mutually by the parties hereto.

N. The City agrees to update in a timely manner, as defined in policies and procedures to be established mutually by the parties to this Agreement, the data maintained in the City's Computer Assisted Dispatch ("CAD") software in the PSAP, so

that such data matches the data collected by the ETSB and maintained in the ETSB's Master Street Address Guide ("MSAG") database.

III DUTIES AND RESPONSIBILITIES OF ETSB

- A. Provide for the design of the Emergency Telephone System.**
- B. Provide for the coding of an MSAG data base, and any subsequent update or maintenance thereof.**
- C. Provide for approved E9-1-1 equipment, as provided for by applicable state and federal regulations.**
- D. Provide for other products and services necessary for the upgrade or maintenance of the Emergency Telephone System and any other purpose related to the operation of the Emergency Telephone System, not to include the costs of public safety agency personnel and equipment dispatched in response to an emergency call.**
- E. All equipment, hardware, software and other materials purchased by the ETSB shall remain the property of the ETSB.**
- F. The ETSB agrees to provide for the administration of the Macon County Emergency Telephone System.**
- G. The ETSB acknowledges that the City of Decatur is not responsible for Emergency Telephone System errors and disruptions.**
- H. Training which is required by the ETSB, including training required for E9-1-1 telecommunicators, supervisors and Emergency Telephone System managers, shall be at the expense of the ETSB. The ETSB shall reimburse the City for all expenses of required training, which expenses shall include, but are not limited to, the following: class fees and registration, travel, lodging, meals, and salaries of the employees attending, and the actual amount of overtime necessitated by the absence of on-duty employees to attend the training.**

I. The ETSB reserves the right to monitor the Emergency Communications Center's compliance with E9-1-1 rules and regulations.

J. The ETSB acknowledges that the City has purchased and installed CAD software in the Emergency Communications Center and that such software works in conjunction with law enforcement and fire record keeping software for the City and the County of Macon. Both the City and ETSB acknowledge that for the efficient operation of the Emergency Communications Center, significant data collected by the ETSB must be entered into the CAD system and the parties agree to work together to make those updates in a timely manner.

K. The ETSB shall make payments to the City to assist with personnel expenses related to the Emergency Communications Center. Starting with the December 2016 payment, through the December 2017 payment (year 1), the ETSB will pay \$42,175.00 per month to the City relative to the aforementioned expenses. Beginning with the payments to be made, beginning in January of 2018, such payments from the ETSB to the City shall be in amounts equal to 40.57% of the State of Illinois 9-1-1 Surcharge, when received by the ETSB from the State of Illinois, and as calculated by the ETSB, through December 2018 (year 2). Thereafter, such payments from the ETSB to the City shall annually decrease in increments through year 4 of this Agreement. Specifically, in year 3 of this Agreement (2019), payments will be further reduced to 32.57% of said Surcharge fees; in year 4 (2020), payments will be reduced to 25.0%; and in year 5 (2021 and any subsequent years), payments will stay at the 25.0% figure.

L. The ETSB shall be responsible for all expenses associated with its obligation to provide a back-up PSAP, as defined in Part 725, including, but not limited to, telephone exchange equipment, radio or phone links between the Macon County PSAP and the back-up PSAP, any ETSB approved charges or expenses related to the operation of the back-up PSAP, and any ETSB approved expenses incurred by the City due to any agreement with a back-up PSAP.

M. The ETSB shall be responsible for all costs of providing any hardware or software required to comply with state and federal laws and regulations regarding equal access to E9-1-1 service to those who are speech or hearing impaired.

IV LIABILITY

A. The ETSB shall hold harmless the City, its Council members, officers, employees and agents, in both their individual and official capacities, from all claims for damages to any equipment owned by the ETSB and used for Emergency Telephone System purposes, as defined at 50ILCS 750/0.01 et seq., except in cases of gross negligence.

B. The City shall hold harmless the ETSB and its Board members, officers, employees and agents, in both their individual and official capacities, from all claims for damages to any equipment owned by the City and used for Emergency Telephone System purposes, as defined at 50ILCS 750/0.01 et seq., except in cases of gross negligence.

C. The ETSB shall obtain and keep in place during the term of this Agreement, and any extensions thereof, comprehensive general liability insurance, including, but not limited to, coverage for errors and omissions and providing for costs of defense, for all activities related to the operation of the Enhanced 9-1-1 system, as defined in 50ILCS 750/0.01 et seq., in an amount of not less than \$1,000,000 single limit, \$2,000,000 aggregate, for bodily injury, death and property damage to any one (1) person and subject to the same limitations for any one (1) occurrence. The policy issued for the above described coverage shall name the City as additional insured, and shall be subject to approval of the City's Risk Manager. Such insurance shall not be canceled prior to the termination of this Agreement.

D. The City shall obtain and keep in place during the term of this Agreement, and any extensions thereof, comprehensive general liability insurance, including, but not limited to, coverage for errors and omissions and providing for costs of defense, for all activities related to the operation of the Enhanced 9-1-1 system, as defined in 50ILCS 750/0.01 et seq., in an amount of not less than \$1,000,000 single limit, \$2,000,000 aggregate, for bodily injury, death and property damage to any one (1) person and subject to the same limitations for any one (1) occurrence. The policy issued for the above described coverage shall name the ETSB as additional insured, and shall be subject to approval of the ETSB's Director. Such insurance shall not be canceled prior to the termination of this Agreement.

E. Prior to the commencement of the term of this Agreement, the ETSB shall file with the City, and at all times thereafter during the term of this Agreement keep in full force and effect, a Certificate of Insurance, in a form acceptable to the City, signed by an authorized agent of the insurance company or companies writing the insurance described

in said Certificate showing complete coverage of all insurance required in Paragraph C above. Such Certificate shall certify the following: Name and address of parties insured; name(s) of the insurance company or companies; name and address of authorized agent executing such Certificate; a description of that type of insurance, the coverage afforded thereunder; the insurance policy numbers; the limits of liability of such policies and the date of expiration of such policies. Further, the insurance companies shall certify that said policies shall not be modified, canceled or terminated until after no less than thirty (30) days written notice to the City. The Certificate shall specifically state that the City is named as an additional insured on the comprehensive general liability insurance described above. The name and address of the additional insured shall be stated as follows; City of Decatur, Illinois, a Municipal Corporation, Attention Risk Management, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523. The City reserves the right at any time to require a copy of the entire policy or policies. Failure to provide the City with copies of said Certificates showing the required insurance, or to keep said Certificates in full force and effect shall be sufficient cause for the City to terminate this Agreement.

F. Prior to the commencement of the term of this Agreement, the City shall file with the ETSB, and at all times thereafter during the term of this Agreement keep in full force and effect, a Certificate of Insurance, in a form acceptable to the ETSB, signed by an authorized agent of the insurance company or companies writing the insurance described in said Certificate showing complete coverage of all insurance required in Paragraph D above. Such Certificate shall certify the following: Name and address of parties insured; name(s) of the insurance company or companies; name and address of authorized agent executing such Certificate; a description of that type of insurance, the coverage afforded thereunder; the insurance policy numbers; the limits of liability of such policies and the date of expiration of such policies. Further, the insurance companies shall certify that said policies shall not be modified, canceled or terminated until after no less than thirty (30) days written notice to the ETSB. The Certificate shall specifically state that the ETSB is named as an additional insured on the comprehensive general liability insurance described above. The name and address of the additional insured shall be stated as follows; Macon County Emergency Telephone System Board, Attention Director, 141 S. Main Street, Suite 810, Decatur, Illinois 62523. The ETSB reserves the right at any time to require a copy of the entire policy or policies. Failure to provide the ETSB with copies of said Certificates showing the required insurance, or to keep said Certificates in full force and effect shall be sufficient cause for the ETSB to terminate this Agreement.

V

POLICIES AND PROCEDURES

A. The ETSB recognizes that the City and the American Federation of State County Municipal Employees ("AFSCME"), Local 268, have entered into a labor agreement

governing the working conditions of Emergency Communication Specialists. As such, the provisions of that agreement are binding on both parties and cannot be altered by the ETSB.

B. The ETSB recognizes that the City is empowered to create policies and procedures not inconsistent with this Agreement or with any collective bargaining agreement it has with AFSCME regarding the working conditions of said employees, and that the ETSB is not empowered to alter or change those policies and procedures.

C. The City and the ETSB agree that the efficient and professional operation of the Emergency Communications Center and PSAP is in the best interest of all citizens of Macon County. The City agrees to work jointly with the ETSB to create Policies and Procedures that enhance the operation of the Emergency Communications Center, and that any such Policies and Procedures proposed by the City for the Emergency Communications Center and relating to operation of the Enhanced 9-1-1 system shall be submitted to the ETSB for its review and approval prior to implementation. Such Policies and Procedures will become binding on the parties hereto upon approval by the Chief of Police for the City (or designated representative) and by the ETSB. The ETSB acknowledges the management rights of the City to implement and enforce policies and procedures on its employees as granted by law and by its agreement with any recognized labor union.

VI

MAINTENANCE OF EQUIPMENT

The ETSB shall be responsible for the maintenance and upgrade, including repair, enhancement, replacement, or maintenance fees relative thereto, for any recording system, telephone equipment, computer hardware, or computer software necessary for the operation of an Enhanced 9-1-1 System.

VII

MODIFICATIONS

Any modifications, amendments, changes, insertions or deletions to this Agreement must be done in writing with the consent of and executed by both parties to this Agreement.

VIII
BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement and the duties and responsibilities defined herein may not be transferred or assigned to another individual or entity without the express written consent of the parties hereto.

IX
SAVING CLAUSE

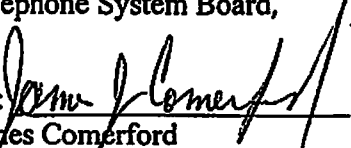
Should any article, section or portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof, and insofar as may be possible shall not affect the remaining provisions otherwise appearing herein. The City and the ETSB agree to negotiate as soon as practicable a substitute for any such invalidated article, section or portion of this Agreement.

X
REPEAL OF PREVIOUS AGREEMENT

The Agreement previously entered into by the City and the ETSB on February 6, 2006, which became effective on February 6, 2006, is hereby repealed and rescinded.

IN WITNESS WHEREOF, we have affixed our seals on this day and date above written.

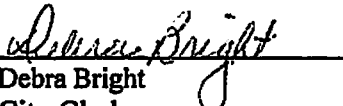
Macon County Emergency
Telephone System Board,

By: 
James Comerford
Chairman, Macon County ETSB

City of Decatur, Illinois

By: 
Julie Moore Wolfe
Mayor

ATTEST:


Debra Bright
City Clerk

RADIO PORTING AGREEMENT

This Radio Porting Agreement (this "Agreement") is entered into as May 1, 2025 (the "Effective Date") by and between the Macon County Emergency Telephone System Board, an Illinois unit of local government ("ETSB") and the City of Decatur, an Illinois municipal corporation ("User").

WHEREAS, ETSB entered into an agreement with Motorola Solutions, Inc. pursuant to which Motorola Solutions, Inc. agreed to make its STARCOM21 system available on a certain number of radios as designated by ETSB (such agreement between ETSB and Motorola Solutions, Inc., the "STARCOM21 Contract");

WHEREAS, User wishes to access the STARCOM21 system through one or more of its radios for purposes related to its normal operations;

WHEREAS, ETSB must pay Motorola Solutions, Inc. an annual fee in exchange for Motorola Solutions, Inc.'s agreement to make its STARCOM21 system available on the radios designated by ETSB under the STARCOM21 Contract;

WHEREAS, subject to the terms of this Agreement, ETSB agrees to designate a certain number of radios owned by User to access the STARCOM21 system, and User agrees to contribute to ETSB a portion of the annual fee ETSB must pay to Motorola Solutions, Inc.'s under the STARCOM21 Contract; and

WHEREAS, ETSB and User anticipate that User's access of the STARCOM21 system in accordance with this Agreement will be less expensive and more efficient than User could otherwise achieve.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Term. This Agreement will commence on the Effective Date and continue in effect until terminated by either party. A party may only terminate this Agreement by providing the other party with written notice of termination at least six months prior to February 1 of the following calendar year.

2. Access. ETSB will, promptly after the Effective Date, designate 475 radios owned by User and approved by Motorola Solutions, Inc. to access the STARCOM21 system in accordance with the STARCOM21 Contract. The designated number of radio(s) ETSB will designate to access the STARCOM21 system through the STARCOM21 Contract are set forth on **Attachment 1**, by department. Any additional radios User requests that ETSB designate to access the STARCOM21 system must be approved by ETSB and must be within the limits authorized by Motorola Solutions, Inc. User will only use the STARCOM21 system and the radios designated to access the STARCOM21 system for User's normal operational purposes. Further, User will not use the STARCOM21 system or the radios designated to access the STARCOM21 system in a way that violates: (A) the STARCOM21 Contract, including any revisions or amendments to that agreement; (B) any other agreement executed by ETSB and Motorola Solutions, Inc., including

any revisions or amendments to those agreements; (C) applicable laws, rules and regulations of any governmental or regulatory entity and/or any self-regulatory organization; or (D) any agreement with or rights of third-parties. Only those officers, employees, and agents of User who have a need to use a radio designated to access the STARCOM21 system in the normal course of their duties for User will handle, use, or operate such radio. User will be responsible for the acts and omissions of its officers, employees, agents, and anyone else who uses the radios designated to access the STARCOM21 system. If User violates the terms of this section, User's access to the STARCOM21 system may be immediately suspended, in whole or in part, and User will indemnify, defend, and hold ETSB harmless from all claims, expenses, costs (including, without limitation, reasonable attorneys' fees), liabilities, losses, and damages arising out of or relating to such violation. If ETSB deems that User has violated the terms of this section, or if ETSB is informed by a third-party, including Motorola Solutions, Inc. that User has violated the terms of this section, ETSB will provide notice of such violation to User, and User will remedy such violation within 30 days of its receipt of such notice.

3. Contribution. In exchange for ETSB's agreement to designate User's radios to access the STARCOM21 system under this Agreement, User shall pay to ETSB an annual contribution toward the fee ETSB must pay for continued access to the STARCOM21 system. It is anticipated that all departments, agencies, and other entities with radios approved by Motorola Solutions, Inc. and designated by ETSB to access the STARCOM21 system through the STARCOM21 Contract or any other of ETSB's agreement(s) with Motorola Solutions, Inc. will be required to contribute toward the fee, or have said fee contributed on their behalf. Each such department, agency, and entity, including User, will pay a contribution calculated by ETSB by apportioning ETSB's fee for continued access to the STARCOM21 system among all departments, agencies, and other entities owning designated radios during the contract year, which year begins February 1 and ends January 31. In May of each year during the term of this Agreement, ETSB will invoice User for User's contribution. User will pay ETSB the invoiced amount by July 1 of that same year. Notwithstanding anything herein to the contrary, User's obligation to pay the contribution as calculated by ETSB will apply regardless of any suspension of User's access to the STARCOM21 system in accordance with section 2 of this Agreement.

4. Limitations; Waiver of Liability. User acknowledges that the availability and usability of the STARCOM21 system is outside the control of ETSB. ETSB makes no warranty, guarantee, or covenant that the STARCOM21 system will be available or usable on the radios designated by ETSB pursuant to this Agreement at any or all time(s). ETSB's sole obligation under this Agreement is to promptly designate the radios requested by User and approved by Motorola Solutions, Inc. to access the STARCOM21 system. User acknowledges that it uses the STARCOM21 system and the radios designated by ETSB to access the STARCOM21 system at its own risk. ETSB will have no liability to User arising out of this Agreement, including but not limited to any liability related to damage to a radio designated by ETSB to access the STARCOM21 system, unless such liability results from ETSB's willful and wrongful failure to promptly designate a radio as requested by User.

5. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and shall supersede any prior or contemporaneous

arrangements as to such subject matter. Any amendment or modification of this Agreement shall be null and void unless it is in writing and signed by the parties hereto.

6. Counterparts. This Agreement may be executed in one or more counterparts and delivered electronically, by facsimile or other electronic means, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

7. Assignment. A party's assignment of this Agreement, or any right or obligation hereunder, shall be null and void unless the other party provides its prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Non-Waiver. No failure or delay in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Any waiver shall be ineffective unless it is in writing and signed by the party granting it.

9. Severability. In the event that any provision of this Agreement or any portion thereof is held to be invalid, illegal or unenforceable, the offending provision or portion shall be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

10. Governing Law; Venue; Waiver of Jury Trial. This Agreement and all matters arising therefrom shall be interpreted, construed, and enforced in accordance with the procedural, substantive, and other laws of the State of Illinois without giving effect to principles and provisions thereof relating to conflict or choice of law. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the Macon County Circuit Court, which shall have exclusive jurisdiction to hear and decide any dispute, claim, or controversy arising out of or relating to this Agreement.

11. Notices. Any notice or other communication under this Agreement shall be in writing and shall be effective: (a) upon delivery if delivered in-person, (b) two business days following deposit in the U.S. mail, certified or registered mail, return receipt requested, (c) the next business day following deposit with a nationally recognized overnight courier service, or (d) when transmitted via email with confirmation of receipt (provided that if such transmission is delivered after 5:00 p.m. Central Time or on a day other than a business day, then on the next following business day), in each case sent to the party as set forth below (or to such other address or individual as designated in a notice sent in accordance with this Section):

If to ETSB:
Macon County ETSB
1078 W. Rotary Way
Decatur, IL 62521
Attn: Director

If to User:
City of Decatur
#1 Gary Anderson Plaza
Decatur, IL
Attn: City Manager
Copy to: Corporation Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Radio Porting Agreement
as of the Effective Date.

Macon County Emergency
Telephone System Board

City of Decatur

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 1

1. Decatur Police	211 Radios
2. Decatur Fire	102 Radios
3. Decatur Public Works	86 Radios(64 GPS)
4. Decatur Water	74 Radios(66 GPS)
5. Decatur Lake	2 Radios
TOTAL	475 Radios



1078 W. ROTARY WAY
DECATUR, IL 62521
PHONE 217-424-1002

INVOICE

MAY 1, 2025

TO
City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

Description	Amount
Starcom 21 February 2025 – January 2026 user fee	\$137,311.08
Credit for GPS payments to Motorola (ck 165556, ck 166061)	-\$520.00

Number of radios 475

Decatur Public Works 86 radios	64 GPS	\$32,012.16
Decatur Water 74 radios	66 GPS	\$23,592.96
Decatur Lake 2 radios		\$ 715.68
Decatur Fire 102 radios		\$26,212.32
Decatur Police 211 radios		\$54,777.96

Total	\$136,791.08
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Make all checks payable to **Macon County ETSB**.

Payment is due July 1, 2025.

If you have any questions concerning this invoice, contact Lisa Hilbrick | lhilbrick@cirdcil.gov

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-

June 2, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Melissa Hon, Deputy City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolution Amending Intergovernmental Agreement – City of Decatur, County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek – Decatur Macon County Enterprise Zone

RECOMMENDATION: It is recommended that the proposed Enterprise Zone revision be approved.

BACKGROUND: By joint intergovernmental agreement with four other local governments, the Decatur-Macon County Enterprise Zone is administered by the Economic Development Corporation of Decatur-Macon County (EDC). The administration of an Illinois enterprise zone is a uniquely governmental function, which Decatur and its four partners have formally delegated to the EDC. Under this legal framework, revisions to the enterprise zone boundary, and changes to the rules governing enterprise zone benefits, must be approved by all five of the local governments who are parties to the joint agreement delegating EZ administration.

The periodic boundary revisions recommended by the EDC do not “take” enterprise zone benefits away from one part of the city or county and place them somewhere else. Instead, the periodic boundary revisions brought to each local government every year or two reflect requests from private property owners, or the local governments themselves, concerning new or anticipated projects that would benefit from being in the enterprise zone, and which were not anticipated by the existing or prior boundary.

PRIOR ACTION: The most recent amendment to the Decatur-Macon County Enterprise Zone were approved in August 2020, refer to Resolution 2024-153.

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

ORDINANCE NO _____

**ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENDMENT OF THE
ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT
12 C PROPERTIES, LLC**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Exhibit A and Exhibit B, attached hereto and marked Ex. A & B, thereof by adding to the end of said Exhibit the following:

Amendment 9

Addendum A

07-07-14-200-007 (Part Of) | Vacant Lot, Forsyth IL

A part of Lot 3 of Prairie Winds as per plat recorded in Book 5000 on Page 28 of the Records in the Recorder's Office of Macon County, Illinois, being more particularly described as follows: beginning at an iron pin found at the Northwest corner of said Lot 3; thence along the North line of said Lot 3 on an assumed bearing of N88°18'23"E, a distance of 534.00 feet to an iron pin set; thence S01°48'40"E, a distance of 949.54 feet to an iron pin set; thence along a curve to the right having a chord bearing of S43°14'51"W, a radius of 30.00 feet and a chord length of 42.47 feet to an iron pin set; thence S88°18'23"W, a distance of 503.91 feet to an iron pin set in the west line of said Lot 3; thence N01°49'20"W along said West line, a distance of 163.81 feet to an iron pin found at the Southeast corner of Lot 2 of said Prairie Winds; thence N01°48'40"W along said West line a distance of 815.79 feet to the point of beginning, containing 12.00 acres, more or less and referenced on Survey Plat dated October 9, 2024 and prepared by Dana W. Mann, Illinois Professional Land Surveyor No. 3698 and recorded with Approval of the Plat and Planned Unit Development as Document No. 2024R-010398. Situated in Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of June 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ADDENDUM A

12 C Properties, LLC

07-07-14-200-007 (Part Of) | Vacant Lot, Forsyth IL

A part of Lot 3 of Prairie Winds as per plat recorded in Book 5000 on Page 28 of the Records in the Recorder's Office of Macon County, Illinois, being more particularly described as follows: beginning at an iron pin found at the Northwest corner of said Lot 3; thence along the North line of said Lot 3 on an assumed bearing of N88°18'23"E, a distance of 534.00 feet to an iron pin set; thence S01°48'40"E, a distance of 949.54 feet to an iron pin set; thence along a curve to the right having a chord bearing of S43°14'51"W, a radius of 30.00 feet and a chord length of 42.47 feet to an iron pin set; thence S88°18'23"W, a distance of 503.91 feet to an iron pin set in the west line of said Lot 3; thence N01°49'20"W along said West line, a distance of 163.81 feet to an iron pin found at the Southeast corner of Lot 2 of said Prairie Winds; thence N01°48'40"W along said West line a distance of 815.79 feet to the point of beginning, containing 12.00 acres, more or less and referenced on Survey Plat dated October 9, 2024 and prepared by Dana W. Mann, Illinois Professional Land Surveyor No. 3698 and recorded with Approval of the Plat and Planned Unit Development as Document No. 2024R-010398. Situated in Macon County, Illinois.

ADDENDUM B

PIN	Owner	Size (Acres)
07-07-14-200-007	12 C Properties LLC	12



