

# REQUEST FOR PROPOSAL

FY22 – RFP – 005

*for*

## PUBLIC RELATIONS MESSAGING CONSULTANT

*for*

## CONNECT TRANSIT



<b>Services Requested:</b>	Public Relations Messaging Consultant
<b>Contract Type:</b>	Firm Fixed Price
<b>Number of Contracts:</b>	One
<b>Funding Source:</b>	FTA 5307 & Local Funds
<b>Date Issued:</b>	April 29, 2022
<b>Pre-Proposal Meeting:</b>	May 11, 2022, 1:30 pm CST
<b>Deadline for Questions Regarding this RFP:</b>	May 13, 2022
<b>Answers to Questions Posted on Website:</b>	May 18, 2022
<b>Proposals Due:</b>	May 27, 2022, 12:00 pm CST
<b>Evaluation of Proposal &amp; Possible Interviews:</b>	May 27 – June 24, 2022
<b>Tentative Contract Award:</b>	June 28, 2022
<b>Anticipated Start Up Date:</b>	July 1, 2022

## REQUEST FOR PROPOSAL – COVER PAGE

**ISSUE DATE:** April 29, 2022

**PROCUREMENT TITLE:** FY22 – RFP – 005  
Public Relations Messaging Consultant

**ISSUING AND USING AGENCY:** Bloomington-Normal Public Transit System  
Hereinafter Connect Transit  
Attn: Brady Lange, Procurement Director  
351 Wylie Dr.  
Normal, Illinois 61761

**Proposals for Furnishing the Services Described Herein Will Be Received Until:**  
**12:00 pm CST on May 27, 2022.**

All Inquiries for Information Should Be Directed To: Address listed above or at Phone: (309) 829-1159

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

**CONNECT TRANSIT PROCUREMENT, 351 WYLIE DRIVE, NORMAL, ILLINOIS 61761**

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with This Request for Proposal and To All Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services Described Herein in Accordance with The Attached Signed Proposal or As Mutually Agreed Upon by Subsequent Negotiation.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
By *(Signature in Ink)*

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Name *(Please Print)*

( ) \_\_\_\_\_  
Telephone

\_\_\_\_\_  
Title

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
FEI / FIN Number

Email: \_\_\_\_\_

*Request for Proposal:*

**FY22 – RFP – 005: PUBLIC RELATIONS MESSAGING CONSULTANT**

## LEGAL NOTICE

### **REQUEST FOR PROPOSAL**

**FY22 – RFP – 005**

### **PUBLIC RELATIONS MESSAGING CONSULTANT**

Connect Transit is seeking proposals from interested parties for Public Relations Messaging Consultant. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments. Sealed proposals are to be received until **12:00 pm CST on May 27, 2022.**

Requests for clarification and/or questions concerning the issued document shall be directed to Brady Lange in the Connect Transit Procurement department at (309) 829-1159 or e-mail [blange@connect-transit.com](mailto:blange@connect-transit.com). All submitted questions concerning this RFP are due on or before May 13, 2022. This will be the only notice rendered for this procurement. Proposal documents can be obtained at Connect Transit offices located at the above address, during normal business hours of 8:00 am and 5:00 pm, Monday through Friday or Connect Transit's website <https://www.connect-transit.com/>.

Connect Transit reserves the right to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between Connect Transit and the United States Department of Transportation and the Illinois Department of Transportation.

In accordance with Title VI of the Civil Rights Act of 1964, Connect Transit notifies all proposed vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

A Non-Mandatory Pre-Proposal Meeting will be held on **May 11, 2022, 1:30 pm CST** virtually via Microsoft Teams. Contact the Procurement Director for meeting details or call-in options.

Funding provided in whole or in part by the Illinois Department of Transportation "IDOT".

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## DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of Connect Transit's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by Connect during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by Connect Transit to Contractor, which reflects internal CONNECT TRANSIT procedures not affecting the Contract terms or Specifications.

Bidder/Bidder or Offeror: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Bid/Bid to perform the Work.

Buyer: Individual designated by Connect Transit to conduct the Contract solicitation process, draft, and negotiate contracts, resolves contractual issues, and supports the Treasurer during Contract performance.

Change Documentation: A written document agreed upon by Connect Transit, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by Connect Transit, with or without notice to sureties, making changes in the Work within the Scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting, or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between Connect Transit and the Contractor for completion of the Work.

Procurement Department: The individual designated by Connect Transit to administer the Contract and be the Contractor's primary point of contact. The Procurement Department will approve orders, receipts, invoices and document the Contractor's performance.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Connect Transit for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration, and technical guides, delivered by the Contractor to Connect.

DOT: Department of Transportation.

Final Acceptance: The point when Connect Transit acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by Connect Transit to manage the project on a daily basis and who may represent Connect Transit for Contract administration. This Contract may be part of a larger Connect Transit project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to Bidders for information and reference in preparing Bids but not as part of this Contract.

RFP or Solicitation: Request for Proposal. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time, or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or Connect Transit, as applicable, and means that the Contractor or Connect Transit, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Department in accordance with the Scope of Work/Specifications.

DBE: Disadvantage Business Enterprise.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1.1 Introduction

Connect Transit is the primary public transportation provider for the Bloomington-Normal, Illinois region. Connect Transit has provided safe, reliable, and affordable public transportation to the region since 1972. Currently, Connect Transit operates thirteen fixed routes that provide transit services within the city limits of Bloomington and Normal. For those riders who cannot use the fixed route buses, a special curb-to-curb service operates for eligible riders. Other services also provided with cooperation with Illinois State University are the Redbird Express- a campus shuttle and evening bus service. Connect Transit is governed by a 7-member Board of Trustees appointed by the City Councils of Bloomington and Normal. The transit service area encompasses approximately 45 square miles with a population approaching 132,000 residents.

### 1.2 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified, responsive, and responsible companies or firms with experience in assistance in planning a broad community collaborative effort and facilitation of the development of a messaging campaign that raises awareness and educates the public and decision makers about the value of public transportation in the community.

Successful development of the messaging campaign involves understanding communications within the layered environment of the Bloomington-Normal political, decision maker and influencer systems represented by the general public, private sector, local government, state governments, and federal government.

It is critical that all messaging efforts are framed within the overall mission of Connect Transit and integrate thematically or otherwise with the messaging provided by the City of Bloomington, the Town of Normal, the McLean County Chamber of Commerce and the McLean County Economic Development Commission as they relate to defining the Bloomington-Normal market.

### 1.3 Proposal Submission

The proposer shall submit:

- **One (1) electronic copy**

**The proposal shall be delivered via email to [blange@connect-transit.com](mailto:blange@connect-transit.com).** Oversize pages used for drawings or similar purposes are allowed. The subject line of the email submission of the proposal must be clearly marked with the words **"Proposal for Public Relations Messaging Consultant RFP# FY22 – RFP – 005."** Connect Transit will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time. If the email attachment is too large for delivery, contact via email for other submission options.

Connect Transit shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included in this RFP. All proposals are due **NO LATER THAN 12:00 PM CST, MAY 27, 2022.**

### 1.4 Postponement or Cancellation of Request for Proposals

Connect Transit reserves the to cancel this RFP at any time or change the date and time for submitting Proposals by issuing an addendum prior to the date and time established for proposal submittal.

## 1.5 Proposal Signatures

Each Proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority unless such evidence has been previously furnished to Connect Transit.

## 1.6 Addenda

Connect Transit reserves the right to amend this RFP at any time prior to the proposal due date. Any such amendments will be issued as addenda to the RFP and will become part of the RFP. Addenda will be posted exclusively on the website. Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each Proposal. Failure to do so may result in the rejection of a Proposal, at Connect Transit's sole discretion.

## 1.7 Procurement Schedule

The following timeline has been established for this Request for Proposals:

TASK	DATE
Date Issued:	April 29, 2022
Pre-Proposal Meeting:	May 11, 2022, 1:30 pm CST
Deadline for Questions Regarding this RFP:	May 13, 2022
Answers to Questions Posted on Website:	May 18, 2022
Proposals Due:	May 27, 2022, 12:00 pm CST
Evaluation & Possible Proposer Interviews (Tentative):	May 27 – June 24, 2022
Tentative Contract Award:	June 28, 2022
Anticipated Start Up Date:	July 1, 2022

## 1.8 Inquiries

The Proposer is required to show on all correspondence with Connect Transit the following: **"FY22 – RFP – 005: Public Relations Messaging Consultant"**. Any communication with Connect Transit regarding any aspect of this solicitation shall only be with:

Brady Lange  
Procurement Director  
Connect Transit  
351 Wylie Dr.  
Normal, IL 61761

Written communication may also be forwarded via email to **blange@connect-transit.com**. Communication related to this RFP should not be made with any other representative of Connect Transit.

## 1.9 Pre-Proposal Meeting

There will be a non-mandatory pre-proposal meeting on **May 11, 2022, 1:30 pm CST** virtually via Microsoft Teams (see link below). All potential proposers attending will attend at their own cost and should have a copy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. Connect Transit may conduct a site visit for

all proposers so it will not be necessary later for proposers to make a subsequent claim or request a contract modification because of facts not known when the proposal was submitted.

**Meeting Link:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDRiMGQzZmltYjUxNC00MzYlLWJhZmUtNTJjMGJlYWE0Y2Ni%40thread.v2/0?context=%7b%22Tid%22%3a%22345384e-ee94-4820-a4d3-5c9de2c8fb36%22%2c%22Oid%22%3a%22eaf7b3ed-8b73-4c4f-bd04-ee81f2257d87%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDRiMGQzZmltYjUxNC00MzYlLWJhZmUtNTJjMGJlYWE0Y2Ni%40thread.v2/0?context=%7b%22Tid%22%3a%22345384e-ee94-4820-a4d3-5c9de2c8fb36%22%2c%22Oid%22%3a%22eaf7b3ed-8b73-4c4f-bd04-ee81f2257d87%22%7d)

### 1.10 Interviews & Presentations

Connect Transit intends to conduct interviews either in person or via video conference as part of the proposal review process. During the interview, the Proposer may be required to make a subsequent oral presentation detailing how the Proposer would approach the specific program objectives outlined in the Project Requirements and Deliverables. Proposers will be informed in writing of any planned interviews.

Connect Transit reserves the right to ask any Proposer to submit information missing from its offer, to clarify its offer, and to submit additional information which Connect Transit deems desirable, and does not affect quality, quantity, price, or delivery.

### 1.11 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, scope of work, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) calendar days before date set to receive Proposals) for a reply to reach Proposers before the submission of their Proposal. Any interpretation or change made will be in the form of an addendum to the RFP, scope of work, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the Proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by Connect Transit before the award of the Contract will not be binding upon Connect Transit.

### 1.12 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names, manufacturer, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item, or product. Whenever such names appear, request for approved equal substitutions will be considered. Vendor's request for approved equals shall include all aspects of product which would document the procedures salient features. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to Connect Transit to determine whether the Proposer's product is or is not equal to that specified.

If potential Proposer believes that their product is equal to the product specified, they must submit a written request to Connect Transit on the provided form (Attachment D) by the date indicated on the Procurement Schedule. Connect Transit will either approve or reject the request by the date indicated in the Procurement Schedule.

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a Proposal may be cause for its rejection.

### **1.13 Examination of RFP and Contract Documents**

Proposers are expected to examine the scope of services required, specifications, schedules, and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the Proposal, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Proposal shall constitute an acknowledgment upon which Connect Transit may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP work sites, statutes, regulations, ordinances, or resolutions.

### **1.14 Cost of Proposals**

Connect Transit is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

### **1.15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

A modification of a Proposal already received will be accepted by Connect Transit only if the modification is received prior to the Proposal Due Date, is requested by Connect Transit, or is made in response to a request for revised Proposal. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal prior to the Proposal Due Date by submitting to Connect Transit, a written request for withdrawal executed by the offeror's authorized representative. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal in the time set for receipt of bids.

Any Proposal or modification of Proposal received at Connect Transit office designated in the solicitation after the exact time specified will not be considered.

### **1.16 Errors and Administrative Corrections**

Connect Transit will not be responsible for any errors in Proposals. Connect Transit reserves the right to request an extension of the procurement period from Proposers.

Connect Transit reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the Proposal.

### **1.17 Compliance with RFP Terms and Attachments**

Connect Transit intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions, however, if exceptions are being taken, they should be clearly defined in writing with your Proposal. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

### **1.18 Proposal Requirements / Mandatory Required Documentation**

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the Proposer's competence and professional qualifications for the satisfactory performance of the services:

#### **A. Cover Letter**

This section should provide a summary of the proposal, acknowledge any addenda and provide a contact name and information. The cover letter must be signed by a representative of the company that is authorized to negotiate and sign a contract on behalf of the company.

#### **B. Company Profile**

Provide a company profile including the Proposer's name, business address, and telephone number, as well as a brief description of the Proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure. The primary Proposer must identify the name, telephone number and e-mail address for the contact person who will be responsible for leading the project efforts.

#### **C. References**

Provide three (3) references for current clients from the last two (2) years. Please note any experience performing outreach, marketing, and/or community engagement activities within or relating to the Bloomington-Normal area or central Illinois region.

#### **D. Detailed Answers to the Questions Below**

Provide detailed responses to the questions below in the same order, using your understanding of Project Requirements and Deliverables detailed in the scope of work to frame the response.

1. Please describe your understanding of the services requested by this RFP.
2. All the work in this RFP must tie back to a foundation message about Connect Transit and transit. What is your proposed process for developing this core message?
3. Please describe your familiarity with the challenges and benefits facing public transit in Connect Transit's service area.
4. In broad terms, how will your Proposer increase awareness, use, and support for public transit?
5. Please provide two separate examples of how your Proposer has influenced the decision-making process and/or changed behaviors and how the influence and/or behavior changes became evident to your client.
6. What measures would you recommend to gauge success in influencing behaviors and perceptions?
7. Please detail how you will gain an understanding of transit within the Bloomington-Normal and McLean County service area.
8. Please explain how your proposal evaluates the effectiveness of your program(s).

#### **E. List of Proposers**

If more than one Proposer is involved in this project, state the type of arrangement between the Proposers and the percentage of work to be performed by each.



#### **F. List of Key Personnel**

Provide a list of the key personnel, including subcontractors, who will be assigned to the project, including a bio that describes the skills and capabilities they bring to the elements of the project. Please include a resume for each key personnel as an attachment.

#### **G. Conflict of Interest**

Provide a statement which discloses any past, on-going, or potential conflicts of interest that the Proposer may have as a result of providing the goods.

#### **H. Demonstration of Work**

Responding Proposers should include examples of collateral and other demonstrated work for clients and may provide examples through electronic format via web link or attachment.

#### **I. Price Schedule (Attachment P)**

Identify all staff positions by person and fully loaded rates with all direct salaries and general overhead on the Price Schedule provided.

#### **J. RFP Cover Page and Attachments A - P**

**CAUTION:** Proposers are advised to submit any additional information as may be necessary to ensure the Proposal is complete.

### **1.19 Collusion**

The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price (Attachment K – Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time Proposals are due shall be grounds for disqualification of the Proposer's offer.

If Connect Transit determines that collusion has occurred among Proposers, none of the Proposals from the participants in such collusion shall be considered. Connect Transit's determination shall be final.

### **1.20 Pricing, Taxes, and Effective Date**

The price to be proposed in any Proposal will include all items of labor, materials, tools, equipment, delivery, bonds, and other costs necessary to fully meet the requirements of Connect Transit. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Connect Transit is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

### **1.21 Rejection of Proposals**

Connect Transit reserves the right to reject any or all Proposals and waive any minor informalities or irregularities.

### **1.22 Exclusionary or Discriminatory Specifics**

Connect Transit agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. Connect Transit further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

### **1.23 Protest Procedures**

Connect Transit maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available at the office of the Procurement Department. Failure to comply with any of the requirements set forth in Connect Transit's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals; if the protest addresses and amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to Connect Transit's procurement web page.

Protests related to the recommendation for Contract award, shall be submitted in writing, must be received by Connect Transit within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Department may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

A protestor may file a protest with FTA only after exhausting all administrative remedies provided by Connect Transit, on the basis described in FTA Circular 4220.1F, Chapter VII, Sec. 1.b.

### **1.24 Proposal Alternatives**

Proposals shall address all requirements identified in this solicitation. In addition, Connect Transit may consider Proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in Connect Transit's best interests. Proposal alternatives must be clearly identified.

### **1.25 Disadvantaged Business Enterprise Goal**

Connect Transit does not have a specific DBE goal for this procurement but strongly encourages DBE participation wherever possible. If you will be utilizing a DBE firm ensure all appropriate attachments are provided.

## SECTION 2 - PROPOSAL EVALUATION & CONTRACT AWARD

### 2.1 General

Proposals will be evaluated and selected using the criterion and processes explained herein. Offerors are hereby on notice that the lowest dollar cost proposal may not always be awarded the contract. Any and all deviations, clarifications, reservations, and additional or contradictory terms included in a proposal may result in rejection, at Connect Transit's discretion. Further, Connect Transit reserves the right to waive minor defects or irregularities in a Proposal.

Connect Transit expects to negotiate a fixed fee and enter into a contract for public relations messaging and marketing campaign development service(s) selected through this RFP. The work performed under this contract is expected to be completed within 6 months after award, unless otherwise negotiated.

### 2.2 Eligibility for Award

To be eligible for award, Proposers must be responsive and responsible.

- A. A Responsive Proposer is those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Proposers who, at a minimum, must:
  - a. have sufficient financial strength and resource and capability to finance the work to be performed and complete the contract in a satisfactory manner.
  - b. comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - c. have a satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are as follows:
  - d. references from past and current clients.
  - e. have necessary technical capability to perform.
  - f. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
  - g. are qualified as a manufacturer or regular provider of the equipment being offered.
  - h. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### 2.3 Evaluation of Proposals

The evaluation committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score. Connect Transit may then select the proposal that is considered to be the most advantageous to Connect Transit and recommend that proposal to the Board of Trustees.

### 2.4 Proposal Evaluation Criteria

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set for the minimum requirements of the services and other deliverables Connect Transit requires through this procurement.

The award of this contract shall be made to the offeror whose proposal, in the opinion of Connect Transit, best meets the established criteria listed herein. Connect Transit shall award a contract to the responsible Proposer whose proposal is most advantageous to Connect Transit, i.e. the "best value," with the price and other factors considered. Connect Transit reserves the right to award to other than the low bidder.

Criteria	Score Weight
Experience and Qualifications of Proposer / Subcontractor Staff Assigned to Contract	35%
Responses to Questions	30%
References	20%
Price	15%

## 2.5 Negotiation and Award

Connect Transit will work with the selected Proposer to finalize the scope of work and negotiate a contract between Connect Transit and the selected Proposer. All costs incurred by the Proposer in connection with this work and negotiations shall be borne by the Proposer and the Proposer shall have no right to reimbursement from Connect Transit. The system and contract that are developed and agreed upon will then be brought back to Connect Transit's Board of Directors with a staff recommendation for contract award.

If Connect Transit and the selected Proposer fail to finalize the scope of work and cost, or fail to negotiate a contract, Connect Transit will reject the selected Proposer's proposal. In the event of rejection, the Proposer shall have no right to reimbursement for costs incurred by the Proposer in connection with any work and negotiations. Connect Transit will then select another Proposer that staff believes will provide the best value, qualifications, and work and negotiate with that Proposer.

## 2.6 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of three (3) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal in order to determine if the price is fair and reasonable.

## 2.7 Contract Award

Contract award will occur when Connect Transit signs the Contract. No other act of Connect Transit shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed.

## 2.8 Execution of Contract and Notice to Proceed

Upon authorization by Connect Transit's Board of Trustees, or designee, a Contract will be issued. The Proposer to whom Connect Transit intends to award the Contract shall sign the Contract and return it to Connect Transit. Upon receipt by Connect Transit of any required documentation and submittals (What submittals, bonds, insurance etc.) by Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order if appropriate may serve as the Notice to Proceed.

## 2.9 Public Disclosure of Proposals

Connect Transit is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's Proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all Proposals submitted to Connect Transit will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's Proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an

exemption provided in the Illinois FOIA. It is Connect Transit's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of Connect Transit.

## **SECTION 3 - STANDARD CONTRACTUAL TERMS & CONDITIONS**

### **3.1 Administration**

This Contract is between Connect Transit and the Contractor who will be responsible for providing the goods and/or performing the services described herein. Connect Transit is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Department appointed by Connect Transit. Reports and data required to be provided by Contractor shall be delivered to the Procurement Department. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Department for response.

### **3.2 Notification of Delay**

Contractor will notify Connect Transit's Procurement Department as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

### **3.3 Requests for Time Extension**

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by Connect Transit's Procurement Department to decide of any request for time extension. Connect Transit's Procurement Department will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to any time extension and the duration of such extension. Connect Transit's Procurement Department will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

### **3.4 Contract Changes**

Any proposed change in the contract will be submitted to Connect Transit for its prior written approval and Connect Transit will make the change by a Change Order. Connect Transit may, at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. No oral order or conduct by Connect Transit will constitute a Change Order unless confirmed in writing by Connect Transit.

If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this Contract, an equitable adjustment will be made, at the sole discretion of Connect Transit, in the Contract price, or delivery schedule, or both, and the Contract will be modified in writing accordingly. Every Change Order may require a cost/price analysis to determine the reasonableness of the proposed change.

Any claim by Contractor for adjustment under this clause must be asserted within fourteen (14) calendar days from the date of receipt by Contractor of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. Connect Transit may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract. No claim will be allowed for any costs incurred more than twenty (20) calendar days before Contractor gives written notice, as required in this section.

### **3.5 Change Order Procedures**

- A. Contractor Changes: Any proposed change in this Contract shall be submitted to Connect Transit's Procurement Director for approval.
- B. Written Change Orders: Oral change orders are not permitted. No change in this Contract shall be made unless Connect Transit's General Manager or Procurement Director gives prior written approval, therefore. Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by Connect Transit's GM.
- C. Change Order Procedure: Within 15 days after receipt of the written request to modify the Contract, the Contractor shall submit to Connect Transit's Procurement Director a detailed price and revised schedule for the work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and Connect Transit's Procurement Director. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with subsection 3-17, Disputes, Claims and Appeals. Regardless of any disputes, the Contractor shall proceed with the work ordered.
- D. Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between Connect Transit and Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of Bid opening and the date of contract performance. Such price adjustment may be modified where required.

### **3.6 Instructions by Unauthorized Third Persons**

In accordance with subsection 3.4, Contract Changes, of the solicitation, Connect Transit's GM or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than Connect Transit's GM or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

### **3.7 Cost or Price Analysis**

Connect Transit reserves the right to conduct a cost or price analysis for any purchase. Connect Transit may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. Connect Transit may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Connect Transit to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Connect Transit reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, Connect Transit reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

### **3.8 Lack of Funds**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, Connect Transit may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with Connect Transit's rights to terminate for convenience or default.



### **3.9 Force Majeure**

The timely receipt of Connect Transit's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, Connect Transit may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. Connect Transit may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from Connect Transit for the delays caused by damage to Contractor's and/or Connect Transit's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than one mentioned above shall constitute a breach of Contractor's contractual obligations.

### **3.10 Taxes, Licenses, Laws, and Certificate Requirements**

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify Connect Transit in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and Connect Transit laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by Connect Transit in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to Connect Transit certificates of compliance with all such laws, orders, and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and Connect Transit, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

### **3.11 Defective Work, Materials, or Services**

When and as often as Connect Transit determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply Connect Transit with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. Connect Transit may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Connect Transit by law, including those available under the Uniform Commercial Code.



### **3.12 No Waiver or Warranties or Contractual Rights**

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by Connect Transit shall not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under this Contract or in law.

### **3.13 Assignment**

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of Connect Transit. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

Connect Transit may assign its rights and obligations under the Contract to any successor to the rights and functions of Connect Transit or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent Connect Transit deems necessary or advisable under the circumstances.

### **3.14 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Connect Transit, Contractor shall indemnify, defend and hold harmless Connect Transit, officers, officials, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in Connect Transit with, or incident to the goods and/or services provided by or on behalf of Contractor. In addition, Contractor shall, at Connect Transit's option, assume the defense of Connect Transit and its officers and employees in all legal or claim proceedings arising out of, in Connect Transit with, or incident to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by Connect Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against Connect Transit by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects Connect Transit only, under any industrial insurance act, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless Connect Transit, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in Connect Transit with Contractor's provision of goods and/or services under this Contract. Notwithstanding anything provided in this section, Connect Transit retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.

### **3.15 Applicable Law and Forum**

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the laws of the State of Illinois. Any actions arising here from shall be filed in the County of McLean, Illinois.

### **3.16 Attorney's Fees**

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

### **3.17 Conflicts of Interest and Non-Competitive Practices**

- A. Conflict of Interest – The Contractor by submitting a Proposal to Connect Transit to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Connect Transit and act immediately to eliminate the conflict or to withdraw from this Contract, as Connect Transit may require.
- B. Contingent Fees and Gratuities – The Contractor by submitting a Proposal to Connect Transit to perform or provide work, services, or materials, has thereby covenanted:
  - a. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
  - b. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of Connect Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.18 Conflicts of Interest – Current and Former Employees**

Connect Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Connect Transit employees in transactions with Connect Transit. Consistent with this policy, no current or former Connect Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Connect Transit transaction, or assist with the preparation of Proposals submitted to Connect Transit while employed by Connect Transit or within one (1) year after leaving Connect Transit employment, if he/she participated in determining the work to be done or process to be followed while a Connect Transit employee.

All Proposers who anticipate contracting with Connect Transit must identify at the time of offer, such current or former Connect Transit employees involved in preparation of Proposals or the anticipated performance of the work or services if awarded the Contract. Should this be added as an attachment? Failure to identify former Connect Transit employees involved in this transaction may result in Connect Transit's denying or terminating this Contract. In addition, after award, Proposer or firm is responsible for notifying Connect Transit's Procurement Department of current or former Connect Transit employees who may become involved in the Contract any time during the term of the Contract.

Furthermore, no member, officer, or employee of Connect Transit during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

### **3.19 Other Public Agency Orders**

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. Connect Transit does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

### **3.20 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be

modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

### **3.21 Disputes, Claims, and Appeals**

Contractor shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Procurement Director within ten (10) calendar days of the date in which Contractor knows or should know of the question or claim. The Procurement Director will ordinarily respond to Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Procurement Director.

In the event Contractor disagrees with any determination or decision of the Procurement Director, Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the GM. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The GM will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the GM shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes, and other matters in question between Connect Transit and Contractor that are not resolved between the Procurement Director and/or GM and Contractor or through alternative dispute resolution, will be decided pursuant to Paragraph 3-18 below.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Director and/or GM. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to Connect Transit.

### **3.22 Mediation and Arbitration**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties to this Contract may seek to resolve disputes pursuant to arbitration but are not required to do so. Nothing in this paragraph precludes any Party from seeking further relief once the required alternative dispute resolution efforts have failed.

### **3.23 Nonwaiver or Breach**

No action or failure to act by Connect Transit shall constitute a waiver of any right or duty afforded to Connect Transit under the Contract; nor shall any such action or failure to act by Connect Transit constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by Connect Transit in writing.

### **3.24 Use of Connect Transit's Name in Contractor Advertising or Public Relations**

Connect Transit reserves the right to review and approve all Connect Transit-related copy prior to publication. Contractor will not allow Connect Transit-related copy to be published in Contractor's advertisements or public relations programs until submitting Connect Transit-related copy and receiving prior written approval from Connect Transit's GM. Contractor will agree that published information on Connect Transit or its program will be factual, and in no way imply that Connect Transit endorses Contractor's firm, service, or product.



Normal, IL 61761  
Attn: Procurement Department

#### **4.5 Prohibition of Advance Payments**

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

#### **4.6 Prompt Payment to Subcontractors**

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of Connect Transit, no later than thirty (30) calendar days after the Contractor has received payment from Connect Transit for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from Connect Transit, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by Connect Transit's General Manager or his/her authorized representative. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

Connect Transit will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with Connect Transit of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by Connect Transit) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Connect Transit, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

#### **4.7 Price Adjustments**

Price adjustments either upward or downward may be negotiated only at the time of renewal unless Connect Transit requests a contract modification.

#### **4.8 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. Connect Transit shall reject requests for additional compensation for freight charges.

#### **4.9 Place of Performance / Delivery Points**

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized Connect Transit related facility and will be determined at the time of order at the sole discretion of Connect Transit.

#### **4.10 Summary Report**

Contractor shall, if requested, submit to Connect Transit a quarterly report of services provided to Connect Transit under this Contract. The report, in a format acceptable to Connect Transit, shall identify the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

#### **4.11 Warranty Provisions**

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by Connect Transit shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Connect Transit by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with Connect Transit in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

#### **4.12 Express Warranty for Services**

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall follow all applicable laws, rules, and regulations.

#### **4.13 Warranty Remedies**

If at any time before Final Acceptance of any work covered by this Contract, Contractor or Connect Transit discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by Connect Transit, correct the defect, error, or nonconformity.

Notice Required – Connect Transit shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, Connect Transit, in its sole discretion, may correct the defect itself. In the case of an emergency where Connect Transit believes delay could cause serious injury, loss, or damage, Connect Transit may waive the written notice and correct the defect. In either case, Connect Transit shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who corrects the defect.





without the participation of individuals who have had access to Connect Transit's or the third party's confidential information. Contractor may disclose confidential information if so, required by law, provided that Contractor notifies Connect Transit that the third party of such requirement prior to disclosure.

#### **4.18 Public Disclosure Requests**

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to Connect Transit pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, Connect Transit will determine whether the document should be made available under the law. If the document or parts thereof are determined by Connect Transit to be exempt from public disclosure, Connect Transit will not release the exempted document. If the document is not exempt from public disclosure law, Connect Transit will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, Connect Transit will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against Connect Transit on account of actions taken under such procedure.

#### **4.19 Ownership of Data**

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of Connect Transit. Contractor shall surrender all such data to Connect Transit prior to submitting an invoice for final payment.

#### **4.20 Patents and Royalties**

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by Connect Transit, furnish acceptable proof of a proper release from all such fees or claims.

#### **4.21 Changed Requirements**

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 3-5, Change Order Procedure.

#### **4.22 Counterparts**

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

#### **4.23 Contractual Relationships**

No contractual relationship will be recognized under the Contract other than the contractual relationship between Connect Transit and the Prime Contractor.



## **SECTION 5 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

### ***5.1 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.

### ***5.2 False Statements of 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.

### ***5.3 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.

### ***5.4 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.

### **5.5 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 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.

### **5.6 Civil Rights**

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:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- B. 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,
- C. Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- D. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- E. 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.

### **5.7 Disadvantaged Business Enterprises (DBE's)**

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 ensure 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.

### **5.8 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.

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*Request for Proposal:*

## **5.9 Debarment and Suspension**

The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded from Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

## **5.10 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.

#### 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 affected 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

The Buyer(s) may terminate any subsequent contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for the convenience of the Buyer(s) or for default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the given contract. The Contractor shall account for any property in its possession paid for with funds received from the Buyer(s), or property supplied to the Contractor by the Buyer(s). The Contractor shall promptly submit its termination claim to the Buyer(s) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Buyer(s), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If the termination is for default, the Buyer(s) may determine the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination.

If, after serving a notice of termination for default, the Buyer(s) determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the Contractor, the Buyer(s), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### 5.11 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.

### **5.12 Clean Air**

The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), 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).

### **5.13 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).

### **5.14 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.

### **5.15 Veterans Preference**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in Connect Transition with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and,
- Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



## **SECTION 6 - ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REQUIREMENTS**

### **6.1 Complete Scope of Work**

See Section 7 for complete scope of work.

### **6.2 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 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.

### **6.3 Lobbying**

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

### **6.4 Method of Payment**

Connect Transit shall pay the detailed invoices with a company check. Invoice entries shall conform to the rates specified as agreed upon. Connect will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the Connect Transit at 351 Wylie Drive, Normal, IL 61761.

### **6.5 Contract Period**

The term of any Contract arising from this RFP shall begin with the execution of the contract for a period of one(1) year.

### **6.6 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.

### **6.7 Prohibited Interest of Local Officials**

No member, or officer, or employee of (Transit Agency/Operator). 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.

## **6.8 Contract Changes**

Any proposed change in this contract shall be submitted to the (Transit Agency/Operator) for its prior approval.

## **6.9 Subcontracts**

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

## **6.10 Vendor Registration with Illinois Department of Human Rights**

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

## **6.11 Assignment**

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

## **6.12 Retention of Records**

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

## **6.13 Ownership of Documents**

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



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

#### **6.14 Government (Illinois) 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.

#### **6.15 Insurance**

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

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

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

- A. 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.
- B. 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.
- C. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
  - a. Operations - Premises Liability.
  - b. Independent Contractor's Liability.
  - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project.
  - d. Products Liability.
  - e. Completed Operations Liability.

- f. Personal Injury Liability, including claims arising from employees of the contractor; and
- g. Broad Form Property Damage Liability.
- h. 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.

## SECTION 7 - SCOPE OF WORK

### 7.1 Summary of Scope of Work

A summary of Scope of Work for the Proposer includes the following tasks:

1. Furnish all labor, materials, etc. Travel may be required for specific periods of the project.
2. Assess the current state of understanding of the value of public transportation in the community
3. Develop and produce creative messaging, and consistent brand placement
4. Recommend marketing and media planning including creative development, e-mail, social media, and web-based marketing
5. Identify partnerships, sponsorships, co-branding opportunities and educational strategies that will efficiently and effectively disseminate our message
6. Provide recommendation to evaluate the effectiveness of marketing activities
7. Provide the framework of annual or more frequent follow-up

### 7.2 Audience

The primary audience of the messaging campaign is the citizens that support the funding of the service via the City of Bloomington and Town of Normal annual transit allocation from their respective general fund budgets, but who may never use the service. The secondary audience is local elected officials, decision makers and influencers, including business, non-profit, media and governmental entities. The tertiary audience is residents of our service area who already use our service and are familiar with it or who may be interested in using public transit services in the future.

Our expectation is that the awarded Contractor will create a cultural norm of engagement, establishing a process for engagement, and then use that process to develop and refine a message and communications plan that will appeal to and be understood by a diverse audience with varying knowledge of public transit's value and related services.

Proposals are requested from qualified Consultants that can provide, or propose a team to provide, these services. Proposers should be able to demonstrate expertise in graphic, print, and oral communication to large and diverse groups with multiple public and private interests represented. Finally, all Proposers must show prior success in influencing the behaviors and perceptions of diverse interests.

### 7.3 Required Qualifications

1. Experience in public opinion outreach that serves as an anchor for all other activities and efforts.
2. Familiarity with public transit services and the challenges of providing each type of service.
3. Public relations experience; specific to transit and transportation is a plus.
4. Demonstrated evidence of persuasive marketing/messaging campaigns that mold opinions, behaviors, and perceptions.
5. Demonstrate a creative approach to educating and influencing perceptions of public transit.
6. Knowledge of the McLean County, City of Bloomington and Town of Normal demographics, political structures, governance structures, and media.
7. Experience working with financially constrained public agencies.

### 7.4 Project Requirements

1. Provide public outreach to effectively assess the opinion of decision makers, influencers, and the general public about public transportation services in our community.

2. Develop messaging and plan to create awareness of transit, especially with local community members and organizations that traditionally may not have been involved in transit planning or utilization of transit services.
3. Develop communications that include the diverse communities and stakeholders specifically providing clear, concise, and easy-to-understand transit value statement and information to support informed decisions.
  - a. Promote the benefits of Connect Transit's inclusive approach and value to the community
  - b. Promote the benefits of future improvements to the City of Bloomington, the Town of Normal and the County of McLean through the support, use, and expansion of public transit
  - c. Position public transit as an important solution to the area's many challenges (e.g. access to employment, access to housing, smart-growth, environmental issues, etc.
4. Develop messaging that tells the transit story, including the benefits to individuals, businesses, and the local economy and that influences positive attitudes towards Connect Transit's approach to transit, support consensus-building among community leadership, and understanding of public transit's history, challenges, and benefits.
  - a. Conduct appropriate communications research, planning and development activities to support Connect Transit's internal and external communication strategies.
  - b. Identify and profile stakeholders and target audiences.
  - c. Recommend communication strategies as appropriate
  - d. Promote confidence and trust in Connect Transit as a transit provider.
5. Develop communication plans for specific messaging, including public relations and outreach actions, and suggested media placement options, with the ability to provide a full range of communication materials for print, radio, television, and internet outlets.
6. Develop a solid message that includes a concise slogan that will serve as the foundation for the transit outreach.
7. Help position Connect Transit as the source of information for the community to make more informed decisions. When there is a question about public transit and complementary modal systems, Connect Transit should become the first and best source for information.
8. Recommend an effectiveness measurement strategy that moves beyond counting social media clips and impressions to a more holistic approach that uses other factors like tone, accuracy, and target audience reach.
9. Identify community, business and agency partnerships designed to further the goals of Connect Transit and support existing projects and programs.
  - a. Recommend outreach and relationship building efforts with targeted community groups/advocates, stakeholders, relevant local businesses, non-governmental organizations, and other potential partners.
  - b. Outreach and relationship building with local, state, and federal agencies

## **7.5 Deliverables**

1. Develop a public outreach and engagement plan for Connect Transit that includes staff, the Connect Transit Board of Trustees and an advocacy group made up of passengers and stakeholders and supported by Connect Transit.
2. Detailed report of recommendations, including messaging to targeted community groups/advocates, stakeholders, relevant local businesses, non-governmental organizations, other potential partners and local, state, and federal agencies.
3. Propose creative concepts for communication plan themes and design for any media or communications proposed by the Proposer.

4. Provide access to media training, public speaking and/or communications training services for Connect Transit Board of Trustees and staff to include topics that focus on developing effective communication and presentation skills.
5. Develop lists and contact lists for stakeholder groups identified.
6. Develop a timeline for roll-out of the plan that builds upon itself over a 3-5 year period.

### **7.6 Available Support Information**

The following reports are available to the selected Proposer to assist in understanding Connect Transit and our presence in the community. Proposers may request additional information, however, we cannot guarantee that additional information will be available or in a format that meets the Proposer's needs.

1. Performance and ridership data for 5+ years
2. News reports and articles concerning Connect Transit and local issues
3. A comprehensive route planning study that was implemented in 2017
4. Connect Transit Onboard Customer Satisfaction Survey 2021
5. Connect Transit Economic Impact Analysis 2020
6. Connect to the Future Committee Final Recommendations
7. McLean County Go:Safe Action Plan
8. 2021 Strategic Plan (note: a strategic plan update is underway and may be available during the project term)
9. Various Transportation Plans provided by the McLean County Regional Planning Commission

### **7.7 Intellectual Property**

Ownership of intellectual property created as a result of the Proposer's work for Connect Transit should be clearly assigned to Connect Transit.

## **SECTION 8 - ATTACHMENTS**

Attachments begin on the next page.

## ATTACHMENT A

### VENDOR CHECKLIST

(For Verification that Necessary Documents are Included)

This form must be completed and returned with the technical bid. Failure to return this form may be cause for considering your bid non-responsive.

	VENDOR	CONNECT TRANSIT
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Requests for Clarifications / Approved Equal	_____	_____
Attachment E: Indemnity and Insurance Requirements	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Ineligible Proposers Certification	_____	_____
Attachment H: Ineligible Proposers Certification (Lower Tier)	_____	_____
Attachment I: Prime Contract and Subcontractor Supplier Report	_____	_____
Attachment J: Certification Regarding Lobbying	_____	_____
Attachment K: Good Faith Effort	_____	_____
Attachment L: DBE Letter of Intent	_____	_____
Attachment M: DBE Unavailable Certification	_____	_____
Attachment N: DBE Affidavit	_____	_____
Attachment O: Prompt Payment Affidavit	_____	_____
Attachment P: Proposal Pricing Form	_____	_____

## ATTACHMENT B

### PROPOSAL AFFIDAVIT

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the prices stated in the fee bid.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**NOTARY PUBLIC:** \_\_\_\_\_

**COMMISSION EXPIRATION:** \_\_\_\_\_

## ATTACHMENT C

### ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.  
(Provide number and date of each Addendum)

Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____

Failure to acknowledge receipt of all addenda may be cause for the Proposal to be considered non-responsive to the Request for Proposal, which will require rejection of the Proposal.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_



## ATTACHMENT D

### REQUESTS FOR CLARIFICATIONS / APPROVED EQUAL

This form is for information purposes and does not modify the RFP. RFP modifications will only be made by means of issuing an addendum, not through this form. Proposers shall complete the areas above the shaded strip and attach any supporting documentation to this form. Requests shall be number sequentially by the Proposer to uniquely identify each request. **The deadline for submitting requests electronically to [blange@connect-transit.com](mailto:blange@connect-transit.com) is May 13, 2022.**

Request Number: _____	Proposer: _____
Request For: _____ Approved Equal _____ More Information or Clarification	
Specification or Requirement: RFP Section # _____ RFP Page # _____	
Title: _____	
Proposer's Request and Justification (list and attachments:	
<b>Connect Transit Use Only</b>	
Date Received: _____	Date of Reply: _____
<input type="checkbox"/> Approved <input type="checkbox"/> Approved Deviation <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied <input type="checkbox"/> See Addendum # _____	<input type="checkbox"/> Clarification <input type="checkbox"/> More Information Required (responses are due to Connect Transit 10 days prior to proposal due date, or request shall be considered denied)
Reasons, Conditions, or Clarification:	

## ATTACHMENT E

### INDEMNITY AND INSURANCE REQUIREMENTS

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Connect Transit. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Connect Transit.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Connect Transit and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be:
  - a. all the Insurance coverage and limits carried by or available to the Contractor; or
  - b. the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Connect Transit.
3. Contractor shall furnish Connect Transit with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Connect Transit before work begins. Connect Transit reserves the right to require full-certified copies of all Insurance coverage and endorsements.

#### INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend Connect Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of Connect Transit by or involving Connect Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against Connect Transit for Connect Transit's own negligence or fault.

#### INSURANCE

All insurance required except for worker's compensation shall be endorsed to add Connect Transit, its officials, Board members, employees, agents, and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.



I have read and understand the above requirements and agree to be bound by them for any work performed for the Connect Transit.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT F

### AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation).
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition.
3. That the contents of this bid proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT G

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

The Contractor (\_\_\_\_\_) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT H

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

(LOWER TIER TRANSACTIONS)

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project), \_\_\_\_\_, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT I

### PRIME CONTRACTOR & SUBCONTRACTOR SUPPLIER REPORT

Name of Proposer \_\_\_\_\_

Address of Principal Officer \_\_\_\_\_

Are you \_\_\_\_\_ an individual, \_\_\_\_\_ a partnership, \_\_\_\_\_ a corporation, \_\_\_\_\_ or a joint venture?

If in a partnership, list names and addresses of partners; If a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of ventures and if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership and joint venture.

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1. Are you licensed as a Contractor to do business in Illinois? \_\_\_\_\_
  - a. License Number: \_\_\_\_\_

For the following questions, if you are joint venture, give information for each of the ventures, by name. Attach additional sheets if necessary.

2. How many years has your organization been in business as a Contractor under your present business name?  
\_\_\_\_\_
3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?
  - a. As a general contractor? \_\_\_\_\_
  - b. As a subcontractor? \_\_\_\_\_
4. Show all projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company). Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom Performed	DBE Contract Goal	DBE Contractor

5. Have your or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details. Attach additional sheets if necessary.

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6. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Scheduled Completion Date	For Whom Performed

7. References: Provide only engineers, architects, or public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business	Phone

8. References: The following bank or banks can provide references as to the financial responsibility of the Proposer. Attach additional sheets if necessary.

a.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Officer Familiar with  
Proposer's Account \_\_\_\_\_



b.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Officer Familiar with  
Proposer's Account \_\_\_\_\_

c.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Officer Familiar with  
Proposer's Account \_\_\_\_\_

9. References: The following surety company of companies can provide references as to the financial responsibility and general reliability of the Proposer. Attach additional sheets if necessary.

d.

Name of Surety Company \_\_\_\_\_

Name of Local Agent \_\_\_\_\_

Local Street Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Person Familiar with  
Proposer's Account \_\_\_\_\_

e.

Name of Surety Company \_\_\_\_\_

Name of Local Agent \_\_\_\_\_

Local Street Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Person Familiar with  
Proposer's Account \_\_\_\_\_

f.

Name of Surety Company \_\_\_\_\_

Name of Local Agent \_\_\_\_\_

Local Street Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Person Familiar with  
Proposer's Account \_\_\_\_\_

10. Is any litigation pending against your organization? \_\_\_\_\_

If so, give details. Attach additional sheets if necessary.

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The undersigned Proposer represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that Connect Transit rely thereof in awarding the attached contract.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT J

### CERTIFICATION REGARDING LOBBYING

The 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 Connect Transition 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 Connect Transition with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT K

### GOOD FAITH EFFORT

(for information only – not to be returned)

1. Connect Transit has not established a defined percentage contract goal on this contract. Therefore, a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. Connect Transit will use the good faith efforts mechanism as required by 49 CRF part 26. It is up to Connect Transit to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. Connect Transit will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, Connect Transit's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. Connect Transit will not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. The rule specifically prohibits Connect Transit from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that Connect Transit will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty.
  - b. the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE
  - d. participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - e. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - f. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or

material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone

- g. numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- h. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- i. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- j. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- k. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBE.

## ATTACHMENT L

### DBE LETTER OF INTENT

To: \_\_\_\_\_  
(Name of Prime Proposer)

The undersigned intends to perform work in Connect Transit with the above project as a DBE (check one)

\_\_\_\_\_ individual                      \_\_\_\_\_ corporation  
\_\_\_\_\_ partnership                      \_\_\_\_\_ joint venture

The Disadvantaged Business status of the undersigned is confirmed:

- a. \_\_\_\_\_ on the reference list of Disadvantaged Business Enterprises dated \_\_\_\_\_, or
- b. \_\_\_\_\_ on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work for Connect Transit with the above project (specify in detail particular work items or parts thereof to be performed):

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At the following price:

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You are projecting the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Work to be Performed	Commencement Date	Completion Date

The above work will not be sublet to a non-DBE at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with Connect Transit.

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

Name of Disadvantaged Business Enterprise: \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT M

### DBE UNAVAILABLE CERTIFICATION

I, \_\_\_\_\_ of \_\_\_\_\_ certify that on \_\_\_\_\_

(Name) (Title) (Prime Proposer)

\_\_\_\_\_ I contacted the follow Disadvantaged Business Enterprise to obtain a bid for the following items.

(Date)

DBE Organization	Work Items Sought	Form of Bid Sought (i.e., materials, materials and labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project or unable to prepare a bid for following reason(s):

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**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid on the above identified work on \_\_\_\_\_

(Name of Disadvantaged Business Enterprise)

\_\_\_\_\_ by \_\_\_\_\_

(Date) (Source)

The above statement is a true and accurate account why I did not submit a bid on this project.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Signature of DBE Representative) (Title) (Date)



## ATTACHMENT N

### DBE AFFIDAVIT

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

State of \_\_\_\_\_, County of \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he / she is the \_\_\_\_\_ of  
(sole owner, partner, president, treasurer, or other duly authorized official of corporation)  
\_\_\_\_\_ and certifies that since the date of its certification IL  
(Name of DBE)  
UCP, the certification has not been revoked, nor has it expired nor has there been any change in the minority status  
of \_\_\_\_\_.  
(Name of DBE)

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Signature of Notary Public)

**NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.**

## ATTACHMENT O

### PROMPT PAYMENT AFFIDAVIT

**Complete either (A) or (B), as applicable**

**(A)** The undersigned affirms, to the best of his/her knowledge and belief, that:

1. The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from Connect Transit for that work.
2. The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after Connect Transit has released retainage to the Contractor for that portion of the work.
3. The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by Connect Transit's General Manager or his/her authorized representative.
4. The undersigned understands and agrees that Connect Transit will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with Connect Transit, the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

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**(B)** The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

## ATTACHMENT P

### PROPOSAL PRICE SCHEDULE FORM

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations.

LABOR*	FULLY LOADED RATE/HR	HOURS	TOTAL
Project Manager	\$150	45	\$2250
TRAVEL*	\$/DAY	EST. DAYS	TOTAL
Lodging			
Meals			
Rental Cars			
Air Travel			
MATERIALS AND SUPPLIES*			
PROJECT TOTAL			

\* Change or add titles or categories as necessary

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_