



REQUEST FOR PROPOSAL

RFP #2020-28

COMMUNITY BRANDING INITIATIVE

Mailing Address: Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Contact Person(s): Nora Dukowitz
Communication Manager
ndukowitz@cityblm.org

Misty Shafer
Procurement Specialist
mshafer@cityblm.org
309-434-2330

Proposals Due: **Tuesday, March 3, 2020 at 11:00 A.M.** Central time

TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Request for Proposal/Legal Notice	3
Terms & Conditions	4
Background	4
Proposal Identification/Submission	4
Definitions/Questions/Etc.	4
Proposal Submission	5
Security	5
Payment Terms	5
Ex Parte Communication	5
No Proposal	6
Proposal Price	6
Proposal Evaluation	6
Criteria for Making Selection	6
Investigation	6
Proof of License, Permit, Etc.	6
Proposal Form	6
Specification	7
Proposal Opening	7
Default By Offeror	7
Cancellation	7
Withdrawal of Proposal	7
Rejection of Proposal, Waivers of Irregularity	7
Protests	7
Indemnification	7
Substance Abuse Act	8
OSHA Requirements	8
General Insurance Requirements	9
References	10
Gift Ban	11
Vendor Compliance	11
Insurance	11
Non-Discrimination	11
Equal Opportunity Guideline	11
EEO Statement	13
Equal Opportunity Plan – Certification Signature	14
Contract Compliance Report Forms	17
Scope of Work	18
Proposal Form	22
Proposal Checklist	23
Tentative Proposal Schedule	23
Sample Contract	24

**LEGAL NOTICE OF
REQUEST FOR PROPOSAL
CITY OF BLOOMINGTON, ILLINOIS**

Sealed proposals will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, March 3, 2020 at 11:00 A.M.** Central time for the following:

**RFP #2020-28
COMMUNITY BRANDING INITIATIVE**

RFP documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. RFP documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only consultants recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities. The award will not be based solely on the “low proposal.” The award will be based on the criteria for selection contained within this document.

The City of Bloomington requires all consultants and offerors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Carla Murillo, Procurement Manager

Published **January 30, 2020** Bloomington, Illinois

TERMS AND CONDITIONS FOR OFFERORS

Background: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis, and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

Proposal Identification: Offerors are required to legibly write the proposal number, proposal name and due date in the lower left corner. Do **not** submit proposals by fax or electronically. Proposals submitted by fax or electronically cannot be accepted or considered for award. Sealed proposals are required.

Definitions:

1. "City" shall mean the City of Bloomington, Illinois.
2. "Requests for Proposals (RFP) is a method of procurement permitting discussions with responsive, responsible offerors and revisions to proposals prior to award of contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours (M-F 8am-5pm), telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the Proposal shall be submitted in writing to:

Nora Dukowitz, Communications Manager at ndukowitz@cityblm.org

AND

Misty Shafer, Procurement Specialist at mshafer@cityblm.org

Questions will be answered in the form of written addenda and provided to all offerors, as per State of Illinois statutes.

If you have obtained this proposal from the City of Bloomington web site or from a source other than directly from the Procurement Office or City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The original copy maintained and on file in the City Clerk's office shall be considered the official copy. **Addenda copies shall be attached to your proposal as proof of receipt.**

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities, and to accept that proposal which is to be considered in the best interest of the City. Any such decision shall be considered final. Proposals shall be opened in private so as to avoid disclosure of contents to competing offerors.

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any

opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other offeror.

The City of Bloomington reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that the RFP and all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations may be held by the City as contractually binding on the successful offeror.

When the Evaluation Committee determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

The City of Bloomington will not be liable in any way for any costs incurred by respondents in replying to this RFP.

PROPOSAL SUBMISSION: PLEASE SUBMIT ONE (1) PAPER ORIGINAL, (1) PAPER COPY AND (1) COPY ON AN USB FLASH DRIVE OR COMPACT DISC OF THE ENTIRE PROPOSAL PACKET.

SECURITY: The offeror represents and warrants to the City of Bloomington that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The offeror further represents and warrants to the City of Bloomington that the offeror and its principals, shareholders, members, partners or affiliates, as applicable, are not directly or indirectly engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The offeror hereby agrees to defend, indemnify, and hold harmless the City of Bloomington and all City of Bloomington elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses including reasonable attorney's fees and costs arising from or related to any breach of the foregoing representation and warranties.

PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered. Please note: the City of Bloomington offers Electronic Funds Transfers (EFTs) for offerors receiving multiple payments. Please indicate whether you are or are not capable of accepting EFT payments: Yes____ or No____. If yes, you may receive information later if this process will apply to you.

EX PARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the offeror to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between offeror and the City will be directed in writing to the Procurement Manager or designated contact person only. The Procurement Manager will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending offeror from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

NO PROPOSAL: Offerors who are not able to submit a proposal for this service but wish to receive proposal tabulation or to be assured of remaining on the City's proposal list for similar services should clearly indicate on the envelope the designation “**NO PROPOSAL**”. Envelopes so marked will not be considered as a formal proposal, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful offeror.

PROPOSAL PRICE: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal. In case of error in the extension of prices, the unit price shall govern.

PROPOSAL EVALUATION: Services will be purchased from the offeror providing the best proposal per service or total package, whichever is in the best interest of the City. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award.

CRITERIA FOR MAKING SELECTION: CRITERIA FOR MAKING SELECTION: Proposals may be evaluated based upon, but not limited to, criteria listed in the scope of work. These criteria shall be used by the City to determine the firm or individual(s) most qualified and best suited to perform the work. The Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations or demonstrations with one or more selected offerors.

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City deems to have the most responsive proposal and is also in the best interest of the City. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into.

INVESTIGATION: Offeror’s must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the proposal submission deadline. It is the offeror’s responsibility to check with City Clerk prior to submitting their proposal to ensure that they have received all Addenda that may be issued.

PROOF OF LICENSE, PERMIT, CERTIFICATIONS, ETC.: Offerors must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant’s responsibility to inquire about requirements of performing the job with the requesting department contact person.

PROPOSAL FORM: This entire package shall be returned complete and intact with all information requested and all questions answered. The amount of the proposal shall be stated on the form(s) provided. Variations from the specification/scope of work shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the offeror may attach a letter hereto, which will be made a part of the proposal.

SPECIFICATION: The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all offeror's whose items, in the opinion of the City, meets or exceeds performance in these areas.

PROPOSAL OPENING: TELEPHONE/FAX/VERBAL OFFERS WILL NOT BE ACCEPTED.
Proposals are opened and evaluated in private. Proposals are not publicly opened and read at the time and date set. It is the responsibility of the offeror to see that the proposal is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Proposals received after the time and date set may be returned unopened to the offeror. This includes Proposals not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the proposal submission, sealed proposals will be accepted on the next business day of the City, up to the originally scheduled time.

DEFAULT BY OFFEROR: In the event of default by offeror, the City reserves the right to procure the services from other sources, and hold the offeror liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Bloomington.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will give a written notice of unsatisfactory performance and the consultant will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty (30) days, the City deems that the consultant's performance is still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF PROPOSAL: An offeror may withdraw a proposal prior to the deadline for proposal submittal by submitting a request for its withdrawal. Proposals received after the time for opening proposals or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on proposal mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager. The request shall then be forwarded to the City's legal staff for final recommendation.

REJECTION OF PROPOSALS, WAIVERS AND IRREGULARITY: The City of Bloomington reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective offeror/consultant who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

INDEMNIFICATION: Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation

reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful proposer must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws, regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR CONSULTANTS

Prior to the commencement of work governed by any contract between the **CITY** and the consultant, the consultant shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The consultant's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Consultant's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate. (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

Errors & Omissions Coverage - Consultant shall maintain an errors & omissions policy in the amount of \$2,000,000.

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

REFERENCES:

Three (3) references are **required** with your proposal. The references shall be from three different sources where you have provided the minimum specifications as required in this proposal. Offeror may use the City of Bloomington as one reference if the offeror has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

1) GIFT BAN ACT: I certify that _____ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the “Gift Ban Act”). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

2) Vendor Compliance with Public Act 85-1295: The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

3) Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

4) NON-DISCRIMINATION: The City of Bloomington requires all Vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor or Vendors shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor or Vendors must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

5) EQUAL OPPORTUNITY GUIDELINES: The City requires all Vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program, the City shall require that the Vendor or

Vendors be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309-434-2218.

By signing below, Contractor certifies compliance with each of the five provisions outlined above.

Print Name & Date

Authorized Signature

Company Name

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this consultant any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub consultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such sub consultants; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any sub consultant fails or refuses to comply therewith. In addition, the consultant will not utilize any sub consultant declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Equal Opportunity Plan
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2215

Failure to properly complete this form and submit with bid or proposal will result in your submission not being considered responsive and result in the denial of eligibility to bid or do business with the City of Bloomington for this project/services/goods. A copy of the Equal Opportunity plan for your firm should be included with this form and Section IV. Certification must be signed and dated.

Section I. Identification

1. Company Name and Address:

Name: _____

D/b/a: _____

Address: _____

City/State/Zip: _____

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: _____

Address: _____

City/State/Zip: _____

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES _____ NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: _____

Title: _____

Telephone: _____

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO _____

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES _____ NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

G. Has the consultant notified all of its sub-consultants of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in sub consultants purchase orders?

YES _____ NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO _____

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Signature:	Print Name & Title	Telephone Number	Date

CITY OF BLOOMINGTON

Job Categories	Overall Totals		White (Not of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M*	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

CONTRACT COMPLIANCE WORKFORCE ANALYSIS

*M = male/F=female

Name of person that compiled the above data: _____

PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a lump sum contract with a qualified consulting firm with solid experience in marketing research (both quantitative and qualitative), message/positioning development, and municipal identity/branding including development of a brand values statement; logo development and associated graphic standards; and recommendations for brand rollout. It is possible the City's current logo or elements of it may be retained, with enhancements provided by other elements of a brand marketing campaign incorporated. The City of Bloomington is seeking the development of a comprehensive brand marketing campaign to drive business attraction and retention, energize current residents and position the municipality as a desirable place for relocation, and enhance general perception as a customer service focused municipality.

SPECIFICATIONS OF RFP

Purpose:

1. The City of Bloomington requests proposals by qualified firms to research, create, and develop an implementation plan for a community branding initiative for the City of Bloomington. Responses to this Request for Proposal (RFP) will provide the City with the information required to assess, evaluate, and select a consultant based on prior experience, qualification, methodology and approach, work performed in similarly sized communities, and overall project cost. It is important to note that this is a community branding initiative, but that the brand will be used primarily as an identity for the City of Bloomington.
2. The primary goals/objectives to be achieved by the branding initiative include, but are not limited to:
 - a. Uniformity – The brand should convey a common message and image to audiences both within and outside the City of Bloomington. A defined message that will market the City of Bloomington locally, statewide, nationally and internationally as a great place to live, work, shop, and do business; the right place for development, redevelopment and investment; the perfect mix for a business-friendly community.
 - b. Community Identity/Pride – Identify and promote what makes the City of Bloomington distinct and appealing in a regionally competitive environment for investors, businesses, retailers, visitors, and residents.
 - c. Community and Economic Development Promotion – Promote a healthy economy, attract private investment, new residents and young professionals, and retain key businesses and creative talent.
 - d. Flexibility – The brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the City, as well as groups and businesses within the City in their specific marketing initiatives, while maintaining consistency with their overall brand. It must also be flexible enough to grow and evolve along with any changes in the market.
 - e. Endorsement – The brand must be authentic and resonate with community leadership in the City of Bloomington and with business leadership in the area.

Eligibility

1. The consultant should specialize in project management, research, marketing, and creative design as it relates to the development of a community brand. To be eligible to respond to the RFP, the consultant must demonstrate that it is a firm with significant experience with community branding initiatives. Priority will be given to those firms that have experience with local governments in this type of work.
2. The City of Bloomington desires to issue a contract to a single qualified consultant to lead the project. Consulting proposals based on a consortium approach where more than one firm will provide support within a consulting team are acceptable with a single project manager point of contact.

SCOPE OF WORK

Project Management – The consultant will lead all aspects of the City of Bloomington community marketing and branding initiative, including the following:

1. Advisory to the Steering Committee (to be determined) – This team will be composed of representatives from the City and community leaders. Meetings throughout the process will be required.
2. Lead for facilitating various focus groups comprised of community leadership and business owners to determine existing attitudes, perceptions, opportunities and challenges to enhancing the City’s image.
3. Facilitator during the research process and/or testing of the new brand – Include descriptions of community engagement efforts that will take place during this process. The consultant will be expected to employ creative means of public involvement to ensure that community leaders and the business community are aware of and involved in the project.
4. Research – Research will be the basis for the development of a brand concept, creative elements, messaging/positioning and the overall brand initiative. The consultant will create and implement a brand research plan, which will include qualitative and quantitative research with key publics to identify the following:
 - a. The key elements of the City of Bloomington.
 - b. Analysis of competitor marketing strategies.
 - c. Measures that will be used to determine if the branding effort is successful.
5. Strategic Plan – The consultant will develop strategic objectives that will help better inform the City of Bloomington on implementation, management, and ongoing promotion of the brand to include, but not be limited to the following:
 - a. Promotion of the use of the brand among City of Bloomington departments.
 - b. Maintenance and consistency of brand image and messaging while providing suitable flexibility for the target audiences of the participating agencies.
 - c. Recommendations of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.

6. Creative/Development of Brand – The consultant will develop creative elements that include design concepts, logos, messages, brand statement, tagline, and other products to support the overall brand initiative. A minimum of three distinct creative options must be presented, based on the results of the research. The selected logo design will be delivered, with the final option delivered with a style manual and guidelines for use and the capability of use in the following:
 - a. Print and electronic advertising
 - b. Website design
 - c. Media placement
 - d. Public relations
 - e. Events
 - f. Templates

7. Implementation Plan – The consultant will develop an action plan for implementation of the brand in sufficient detail to allow Steering Committee to understand the approach and work plan. An Action Plan should include, but not be limited to the following:
 - a. Estimated costs/budget associated with the implementation process
 - b. Proposed timelines for development of creative elements
 - c. Recommended positioning logo and brand guidelines
 - d. Implementation plans for brand identity applications and brand identity maintenance plan.

SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of the firm to provide the required Services and Results. Submittals must also include a full completed copy of this document.

1. A description of the firm’s capabilities and experience conducting similar plans. Include a description of the firm, its organizational structure, location of the principal office and the location of the office that would manage this project.

2. A summary of professional qualifications and experience of the individuals the firm would assign to the project and their individual project responsibilities. Indicate whether these individuals have worked together on previous projects. Indicate each individual’s current commitment, availability to start this project and percentage of time that they will be assigned to complete their project tasks on this job.

3. Specific plans or methodology to be used to perform the services with timeline proposed for each phase of the project. Include a description of community engagement efforts included and deliverables proposed.

4. Estimated timeline for completion through implementation.

5. References (names and contact information) for clients for which the firm performed projects of a similar type and size within the last five years. Describe in detail, each project's outcome and the process your firm used to achieve those outcomes. Reference letters are recommended.
6. A work sample of a completed project(s) that is representative of the work proposed for the City.
7. Proposal Lump Sum Fee (not-to-exceed) for this project. Provide a detailed cost for each phase of the project, including but not limited to, the number of meetings with stakeholders, travel expenses, and document production costs.

EVALUATION CRITERIA

Proposals will be evaluated by the City using the following criteria:

1. Qualifications and experience of the firm and individuals to be assigned to this project in providing requested services.
2. Specific plans or methodology to be used to perform the services.
3. Reference letters from other clients.
4. Quality of illustrative examples.
5. Proposed Lump Sum Fee.
6. Proposed Estimated Timeline.

The City will evaluate the proposals and may ask questions of a clarifying nature from offerors as determined. The City may at its discretion interview offerors. If held the interviews will be between March 4, 2020 – March 24, 2020.

All qualified submissions received by the deadline will be analyzed by the City according to the criteria outlined in this RFP. Failure to comply with the provisions of the RFP may cause a proposal to be rejected. The City reserves the right to (a) accept or reject any/or all submissions of proposals; (b) to waive any irregularity, technicality, informality, or discrepancy in a proposal; (c) accept any alternative submission of proposals presented, which in its opinion, would best serve the interests of the City; (d) give full and proper evaluation of the vendor or team presenting the proposal. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

PROPOSAL FORM

RFP #2020-28 COMMUNITY BRANDING INITIATIVE

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Lump Sum Fee (not-to-exceed) \$ _____

Estimated Timeline: _____

Name of Company

Authorized Signature

Address

City State Zip

Telephone Number

Fax Number

Email Address

Date

PROPOSAL CHECKLIST:

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. One (1) Paper Original, (1) Paper Copy and (1) Copy on an USB Flash Drive or CD.
7. Anything else relative to this proposal.

Tentative Proposal Schedule:

1. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of this proposal process.

Action	Due Date	Due Time
RFP Released	Thursday, January 30, 2020	N/A
Questions Due to City	Thursday, February 20, 2020	3:00 P.M. Central Time
Response from City	Tuesday, February 25, 2020	3:00 P.M. Central Time
Proposals Due	Tuesday, March 3, 2020	11:00 A.M. Central Time
Proposal Evals/Interviews (If needed)	March 4, 2020 – March 24, 2020	N/A
Anticipated Award Date	Monday, April 13, 2020	N/A

2. Questions will be answered in the form of written addenda and provided to all offeror’s, as per State of Illinois statutes. Submit questions regarding the proposal in writing Nora Dukowitz, Communication Manager at ndukowitz@cityblm.org AND Misty Shafer, Procurement Specialist, at mshafer@cityblm.org no later than 3:00 P.M. Central Time, on Thursday, February 20, 2020.

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2019, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:

_____ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

___ A flat fee of \$_____ as set forth in the Procurement Documents.

___ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____