

REQUEST FOR PROPOSALS (RFP)
ISSUED: April 26, 2021

RIDEFINDERS STRATEGIC MARKETING AND COMMUNICATIONS SERVICES

MCT Project No. 21-1-16300



**One Transit Way
P. O. Box 7500
Granite City, IL 62040
Telephone (618) 797-4600**

**RFP
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- Appendix 1-1 Price Proposal Form
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Prospective vendors are advised the only valid sources to receive this RFP and addenda is at <https://bit.ly/2SrWfW3> or directly from MCT. Other sources have not been authorized for distribution. vendors responsible for acknowledging all issued addenda with their proposal.

1 INSTRUCTIONS TO VENDORS

1.1 Invitation

Madison County Mass Transit District (hereinafter “Owner” or “MCT”) is seeking proposals from firms for the development and implementation of a Strategic Marketing and Communications Plan for RideFinders, the St. Louis metro area commuter rideshare program. This is a request for new services; there is no incumbent agency or firm.

The scope of work consists of a Phase I for discovery, research, and the development of a written strategic marketing plan. This phase will result in a clearly identified RideFinders target audience and userbase which will then inform the composition and execution of a written strategic plan to serve as a roadmap for the marketing and outreach efforts moving forward. Phase II will consist of design and execution of promotional campaigns to run for 10 consecutive quarters. Design and execution may be a collaborative effort with the Owner’s inhouse graphic designer. Measurements of success for this RideFinders project includes an increased number of registered participants in the Owner’s carpool/vanpool program database, adding to the growing vanpool program by establishing new vanpool rosters across the nine-county region, and building stronger relationships with employers and institutions in our service area. Marketing and public outreach are the core activities for program growth. The promotional campaigns that emerge from the plan will consist of targeted messaging to meet campaign goals through appropriate channels, as well as earned and paid media placements to support the message.

The successful vendor awarded a contract from this RFP will not be responsible for buying paid media; such services will be covered under a separate contract awarded by the Owner. It is expected, however, that the successful vendor advises on the planning for media buys to meet objectives laid out in the Strategic Marketing Plan developed in Phase I of this project. The vendor awarded a contract for media buying services and the successful vendor of this RFP, will be working in collaboration with the Owner’s inhouse marketing team.

The proposal deadline and submittal instructions are provided in Section 2 of this RFP.

1.2 Background

Based in Granite City, Illinois, across the river from St. Louis, Missouri, the Owner provides a diverse array of multi-modal transportation services, including fixed-route and paratransit bus service for Madison County, Illinois, the development and maintenance of 135 miles of separated Class I bikeways, and the operation of RideFinders, the carpool/vanpool program for the nine-county St. Louis region.

RideFinders was created in 1994 to help the nine-county bi-state St. Louis metropolitan area to improve air quality by encouraging the use of alternative commute modes that reduce traffic congestion. The goal is to reduce the amount of single occupancy vehicles on the road. The program was conceived by the Owner and implemented in cooperation with the St. Louis region’s metropolitan planning organization, East-West Gateway Council of Governments (EWG).

RideFinders is an adopted air quality strategy in the Statewide Transportation Improvement Program (STIP) for both Missouri and Illinois and is funded primarily through the Federal CMAQ program. Together with EWG, the Missouri Department of Transportation (MoDOT) and Illinois Department of Transportation (IDOT) are long-term partners in air quality improvement and congestion mitigation in the St. Louis region.

RideFinders’ mission is to provide services and information to commuters about the program directly and through our regional employer network. The key commuter services offered by RideFinders are as follows:

- Vanpool program provides a free ride-matching service to help commuters rideshare to and from work in provided RideFinders vans, the only cost to commuter is a low monthly fare.
- Carpool program provides free ride-matching service to help commuters rideshare to and from work or college in personal vehicles.
- Guaranteed Ride Home (GRH) program provides up to 4 taxi rides or Uber/Lyft reimbursements per year to registrants participating in the program.
- Free Ride Matching Service to facilitate the formation and operation of carpools and vanpools throughout the region utilizing ride matching software.

1.3 Procurement Schedule

Vendors are advised that Owner will make a good faith effort to adhere to the following schedule for this procurement:

Date	Milestone
April 26, 2021	RFP issued
May 4, 2021	Pre-proposal meeting, Open Q&A forum
May 7, 2021	Anticipated issuance of addendum with answers to questions
May 20, 2021	Proposal due date at 2:00 PM CDT
June 25, 2021	Anticipated contract award

However, the Owner shall be under no obligation to comply with the procurement schedule shown above, provided that all prospective vendors or other interested parties known to Owner shall be notified equally of changes made to this schedule within a reasonable time after such changes are made. In no event shall any vendor have any redress to Owner, be it financial or otherwise, in the event that Owner alters this schedule in any way.

1.4 Pre-Proposal Meeting

A pre-proposal meeting will be held on May 4, 2021 at 10:00 a.m. Central Time. Prospective vendors are urged to make every effort to take part in this non-mandatory meeting. Vendors may participate via video or audio only.

- Video (Microsoft Teams)

Join on your computer or mobile app

[Click here to join the meeting](https://bit.ly/3v7GyEq) or use this weblink: <https://bit.ly/3v7GyEq>

- Audio only

[+1 618-437-6446](tel:+16184376446), [166978241#](tel:+166978241) United States, Alton
Phone Conference ID: 166 978 241#

Prospective vendors are reminded that any changes to the RFP will be by written addenda only. Nothing stated at the pre-proposal meeting will change or qualify in any way any of the provisions in the RFP and shall not be binding on the Owner unless provided in an addendum.

Questions after pre-proposal meeting:

Additional questions can be submitted through the end of day May 5, 2021 and must be submitted via e-mail to mctbid@mct.org. Any conflicts within the RFP found after this deadline should be submitted as soon as possible.

It is the responsibility of the prospective vendor to identify and address any additional requirements or information needed to submit an offer. No special consideration shall be given to any vendor, because of the vendor's failure to be knowledgeable of all the requirements after the deadline. Responses to any questions shall be similarly furnished to all prospective vendors in the summary form of an addendum if the lack of such information could reasonably be considered prejudicial towards uninformed vendors.

1.5 Owner Procurement Representative

Owner's sole point of contact for this RFP is:

Name: Penny Brown
Title: Director of Grants and Procurement
Phone number: (618) 797-4600
E-mail: mctbid@mct.org

1.6 Amendments to this Solicitation

Any or all changes, additions, or clarifications in connection with this RFP shall be issued by the Owner in the form of a written addendum. Oral comments, responses and/or representations shall not be binding upon the Owner. Notification of the addenda will be distributed via email to all such prospective vendors officially known to have received the RFP. Failure of any prospective vendor to receive the notification or addenda shall not relieve the vendor from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Vendor shall acknowledge all addenda on the Solicitation and Offer Form (Appendix 1-2). Failure to acknowledge the receipt of addenda may at the Owner's sole option disqualify the proposal.

If the Owner determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting proposals may be postponed by the number of days that the Owner determines will allow vendors sufficient time to revise their proposals. Any new due date will be included in the addenda. All addenda will be posted online at <https://bit.ly/2SrWfW3>.

1.7 Term of Contract

The term of the contract shall be from contract execution through April 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. {Contract expiration may change if procurement schedule is modified.}

1.8 Duration of Proposal Validity

Proposals submitted shall remain firm for a period of 90 calendar days from the final due date for offers.

1.9 Funding Source

Any contract resulting from this RFP will be federally funded by Illinois Department of Transportation and Missouri Department of Transportation CMAQ grants.

1.10 Modification or Withdrawal of Proposal

A modification of a proposal already received will be accepted by the Owner only if the modification is received prior to the deadline for proposals, is specifically requested by the Owner, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A vendor may withdraw a proposal already received prior to the deadline for proposals by submitting to the Owner by mail, fax, or in person, a written request for withdrawal executed by the vendor's authorized representative. After the proposal due date, a proposal may be withdrawn only if the Owner fails to award the Contract within the proposal validity period prescribed in "Duration of Proposal Validity," or any agreed-upon extension thereof. The withdrawal of a proposal does not prejudice the right of a vendor to submit another proposal within the time set for receipt of proposals.

1.11 Responsive and Responsible Vendor

All proposals received in accordance with the requirements stated in this solicitation will be screened initially in order to confirm the responsiveness of the written proposal, including minimum qualifications, if any.

A responsive proposal complies with all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of any resulting contract. Owner will ensure that all proposals received prior to the deadline stated in the solicitation contain all required forms, signatures, attachments, and other information as specified herein. Proposals that do not comply with all material aspects of the solicitation will be rejected as non-responsive.

A responsible vendor is an individual, firm or team that exhibits adequate organization, financial condition, personnel qualifications, facilities, record of past performance, and other characteristics necessary to carry out work related to this solicitation with a high degree of quality and timeliness. Owner shall review responsive proposals to determine the capacity of the vendor to provide the goods and services described in this solicitation.

1.12 Confidentiality of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process, except as otherwise required by applicable law. Only the members of the Evaluation Committee and other Owner officials, employees and agents having a legitimate interest shall be provided access to the proposals and evaluation results during this period.

1.13 Evaluation Committee

An Evaluation Committee, which may include employees and/or agents of Owner, will be established. The Evaluation Committee will carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations and making the selection of the vendor, if any, that may be recommended for contract award.

1.14 Law Governing

Vendors shall recognize that all applicable federal and state laws, certifications, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. All matters of law pertaining to this solicitation and any contract resulting there from shall be governed by, and construed according to the laws of the State of Illinois. It is the responsibility of the vendor to review this solicitation and contract obligations with the vendor's legal counsel.

1.15 Organizational Conflict of Interest

Unless specifically exempted from the conditions of this provision by the Owner, any contractor of the Owner, subcontractor, subsidiary, or other entity which is legally related and which develops or drafts specifications, requirements, statements of work, or solicitations, is excluded from competing for the directly ensuing procurement.

1.16 Consideration of Offers

The Owner shall not be obligated to award a contract solely on the basis of any response made to this solicitation, nor does the Owner intend to, nor will it be obligated to pay for the information solicited or obtained. The Owner maintains the right, but shall be under no obligation, to award a contract to the responsive and responsible vendor whose offer is deemed by the Owner to be most advantageous. The Owner reserves the right:

- a) To reject any offer and to remove from mailing lists for future procurements the names of any firm or team engaging in collusive or other unlawful practices.
- b) To award contract(s) without discussion based upon the initial offers.
- c) To waive informalities and minor irregularities in offers received if it believes there is a sound documented business reason for doing so, and to negotiate matters of contractor performance and other matters prior to awarding a contract.
- d) To reject any offer if, in the Owner's sole discretion, the offer is incomplete, the offer is not responsive to the requirements of this solicitation, the vendor does not meet the qualification requirements set forth herein, if any, or it is otherwise determined to be in the best interest of the Owner to reject the offer.
- e) To supplement, amend, substitute or otherwise modify the terms of this solicitation at any time prior to the execution of a final contract.
- f) To accept or reject any or all of the items in any offer and award a contract for the whole or only a part of any offer if the Owner determines, in its sole discretion, that it is in the Owner's best interest to do so.
- g) To reject the offer of any vendor that, in the Owner's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Owner, is financially or technically incapable or is otherwise deemed to not be a responsible vendor.
- h) To waive any informality, defect, non-responsiveness and/or deviation from this solicitation that is not, in the Owner's sole judgment, material to the offer.
- i) To permit or reject, at the Owner's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to offers by one or more of the vendors following proposal submission.
- j) To request additional or clarifying information.

- k) To investigate the qualifications of any and all individuals and firms under consideration, to confirm any part of the information furnished in an offer, and to require further evidence of managerial, financial or professional capabilities which are considered necessary for the successful performance of work described in this solicitation.
- l) To cancel the procurement at any time during the process if it appears that the offers received are not suitable for any reason whatsoever.
- m) To evaluate offers based on unit prices which will govern over extended prices.
- n) To award this contract to a single or multiple service providers deemed to best meet the Owner's specifications and needs.

1.17 Representations and Certifications

By responding to this solicitation with a proposal, the vendor certifies the following:

- a) 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 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 the successful vendor, its agents, employees or representatives hereafter acquire such a conflict of interest, the successful vendor shall immediately disclose such interest to the Owner and immediately take action to eliminate the conflict or to withdraw from this contract, as the Owner may require.
- b) No person or selling agency except bona fide employees or designated agents or representatives of vendor has been employed or retained to solicit or secure this contract with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by vendor or any of its agents, employees or representatives, to any official, member or employee of the Owner 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 required under, a contract with the Owner.
- c) The number and amount of other contracts and awards pending which the vendor is or will be obligated to perform, now and during the course of this project, will not interfere with or hinder the timely prosecution of work.
- d) The proposal price has been arrived at independently, without consultation, communications, or agreement for the purpose of restricting competition.
- e) It has not offered any money or other valuable thing to any person to induce them not to bid or propose on this project, or as recompense for his not having bid or propose on this project.
- f) The vendor is properly organized and qualified to do business in the State of Illinois and has any and all approvals, registration, and licenses to do business in the State and with the Owner and that the person executing the proposal on behalf of the vendor is the duly authorized representative of the vendor and has the requisite authority to do so.
- g) It will accomplish the work in accordance with the contract.
- h) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

1.18 Execution of a Contract

The acceptance of a proposal for a pending award, if made, shall be evidenced in writing by a Notice of Intent to Award delivered to the successful vendor. Within two weeks after the Notice of intent to Award is issued, the successful vendor shall deliver to the Owner two (2) signed contracts and proof of insurance. After receipt of acceptable documentation from the successful vendor and expiration of the protest period, a notice of award, fully executed contract, and Notice to Proceed can be issued by the Owner.

1.19 Owner Tax Status

The Owner is a governmental entity exempt from the payment of applicable Retailer's Occupation Tax, Service Occupation Tax, Use Tax, Service Use Tax; the Owner's Illinois governmental exemption certificate number is E99897751 expiring on 03/01/2025.

1.20 Freedom of Information (FOIA)

Access to the Owner's government records is governed by the Illinois Freedom of Information Act (5 ILCS 140/1). To the extent allowed by law, all proposals and supporting documents shall become public information held in custody of the Owner after the proposal deadline.

The Owner will employ sound business practices no less diligent than those used for the Owner's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by vendors pursuant to the contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the Illinois Freedom of Information Act against disclosure of such information and material to third parties, except as permitted by the contract. The vendor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Owner in its sole discretion — bears appropriate notices relating to its confidential character

1.21 Protest Procedures

The Owner will administer any protest initiated by a protesting party concerning its procurement actions in accordance with the following procedures.

- a) Submission of Protest. The protest must be filed (received) by the Owner in accordance with the timing requirements set forth herein, and must include:
 - 1) The name, address, phone number and e-mail address of the protestor;
 - 2) The project name and solicitation number;
 - 3) A statement of the grounds for the protest or appeal, along with any supporting documentation; and
 - 4) A statement as to what relief is requested.

The written protest shall be directed to the Owner's Managing Director with the word "Protest" clearly marked on the outside of the transmittal envelope. Protests should be submitted to:

Madison County Transit
Attn: Managing Director
One Transit Way
P.O. Box 7500
Granite City, IL 62040

- b) Pre-bid protest. Any protest regarding a solicitation must be filed a minimum of five (5) calendar days prior to the bid opening or proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the Owner. This type of protest may be based upon a) restrictive specifications, or b) the evaluation procedure, or c) the basis of award, or d) any claim that the solicitation documents or the solicitation process violates applicable Federal or State laws.
- c) Pre-award protest. All other protests made prior to award must be filed no later than five (5) calendar days after the protesting party knows or should have known the alleged basis of the protest.
- d) Post-award protest. Any protest regarding the award of the contract must be submitted no later than seven (7) calendar days after the date of award or earliest date that the protesting party should have known of the facts giving rise thereto. Any protest regarding the award of a contract filed after that date will not be considered by the Owner. Goods, construction and/or services being performed under a protested contract will generally not be suspended pending the resolution of the protest.

The protesting party is required to furnish with its protest, at its sole expense, a Protest Bond in the amount of one thousand dollars (\$1,000). The protest bond shall be in the form of a cashier's check or certified check made payable to Madison County Mass Transit District. The protest bond shall serve as a guarantee of the validity and accuracy of the protest. If the protest is upheld, the bond shall be returned to the protesting party. If the protest is denied, the bond shall be used by the Owner to

recover any administrative costs and damages incurred as a result of the protest and/or any resulting delay in the contracting for goods and services described herein.

- e) Owner's response. A protest submitted in a timely manner shall be reviewed by the Owner's Managing Director, who shall consider all facts, technical support, and justification submitted by the protesting party, and within a reasonable period render a written decision on behalf of the Owner as to the validity of the protest and the disposition thereof. The Owner's Managing Director may request additional information from the protesting party to clarify or support its assertions, in which case such information shall be submitted by the protesting party within seven (7) calendar days following the Managing Director's request.
- f) Request for reconsideration. In the event that the protesting party disagrees with any response, determination or decision of the Owner's Managing Director, the protesting party may, within five (5) calendar days following receipt of such communication, appeal the determination or decision in writing to the Chairman of the Owner's Board of Trustees. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Chairman shall provide timely review of the appeal and transmit a written decision or determination to the protesting party. This decision shall be considered final.
- g) Decisions by the Owner. When a protest is filed prior to a bid opening, proposal due date or award of a contract, the bid opening, proposal due date or contract award may be postponed until the protest is resolved. The Owner reserves the right to proceed with the appropriate action in the procurement process prior to resolution of protest if the Owner determines that:
 - 1) The item to be procured is urgently required; or
 - 2) The protest was vexatious or frivolous; or
 - 3) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - 4) Failure to make a prompt award will otherwise cause undue harm to the Owner, FTA or other affected party.

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2 PROPOSAL DEADLINE, PREPARATION, AND SUBMISSION INSTRUCTIONS

2.1 Proposal Deadline

Proposals are due no later than 2:00 PM CDT on May 20, 2021.

2.2 Proposal Preparation Instructions

Submit proposals to the Owner as follows:

- One (1) hard copy marked "Original";
- Four (4) additional printed copies; and
- One (1) CD or flash drive containing the entire proposal in PDF format. Forms requiring a signature should be scanned. All proposal documents should be combined into a single PDF file on the disk. This electronic version is provided for the Owner's administrative convenience. The file name convention should be (example): XYZCompany_21-1-16300.pdf.

2.3 Packaging and Delivery of the Proposal

- a) The outside of the delivered package should be marked with "Proposal – Strategic Marketing and Communications Services 21-1-16300". Sealed proposals shall be submitted via:
 - For shipping, courier or hand delivery:
Madison County Transit
Attn: Penny Brown
One Transit Way
Granite City, IL 62040
 - By U.S. mail:
Madison County Transit
Attn: Penny Brown
P.O. Box 7500
Granite City, IL 62040-7500
- b) Any proposal received after the due date shall not be considered. Responsibility for submitting the required proposal submittal documents to Owner on or before the stated time shall remain solely and strictly that of the vendor. Owner shall not be responsible for premature opening of proposals that are not marked properly. Late proposals will not be accepted under any circumstances.

2.4 Proposal Content Guidelines and Format

The vendor's proposal should be prepared in a straightforward and concise manner, detailing your firm's capabilities to satisfy the requirement of this RFP and should conform to the outline listed below. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

Proposal material preferably will be submitted single spaced using full margins, except as desired by the proposer for emphasis or effect. The proposal should be organized as follows:

- a) **Cover letter.** Prepared on letterhead of the vendor, which summarizes the relevant characteristics that distinguish the vendor in its ability to work with Owner on this project. The letter must include the name, phone number, and email address of the individual(s) empowered to negotiate with Owner and bind the firm into any contract resulting from this RFP. Any exceptions to this RFP, including sample contract terms, must be clearly identified in this letter. Vendors are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP. Any and all deviations must be explicitly and fully stated, setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by the Owner. All deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the vendor receiving a less favorable evaluation than without the deviation.
- b) **Staffing/Project Manager.** Identify specific personnel assigned to major project tasks, their roles in relation to the work required, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract. The proposal must address management and organizational capabilities, particularly regarding staff responsiveness and resources to meet the project timeline and provide the services required.

Describe your firm's resources and capabilities, and distinguish between those which are in-house and those which are subcontracted. Identify subcontractors who would be engaged to perform the work described in this RFP. Identify the nature of each firm's business, including number of years in existence, corporate structure, and location of the office with oversight responsibility for this project.

Owner intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with the Owner. The vendor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of Scope of Work efforts.

- c) **Experience.** Previous experience with RideFinders projects is not a requirement, but proposal should exhibit familiarity with RideFinder's mission, focus and typical project types. Use previous work samples and campaigns to show how your firm meets the requirements listed in the Scope of Work. Submit three projects/campaigns conducted over the past five years that involve services similar to the services requested. For each campaign/project, describe the following:
- The project/campaign
 - References for each project – the client's name, title, role on the project, e-mail address and telephone number. The Owner may contact these clients to confirm proposals statements.
 - Identify vendor's employees/persons who worked on the other projects listed, and list their respective roles.
- d) **Project approach.** Describe the process, methods and standards that will be utilized to:
- Conduct audience research and discovery
 - Develop the Strategic Marketing and Communications Plan
 - Manage the implementation of plan components, and stay within budget
 - Coordinate with Owner at various stages ranging from discovery through creative concept, production (if applicable), placement, documentation, and assessment
- e) **Price.** Using RFP Appendix 1-1, provide 3 years of a fully loaded, blended, billable hourly rates for vendor's services per the Scope of Work. This form must be completed and signed by the vendor's authorized representative and submitted as part of the offer.
- f) **Other forms.** These two forms must be completed and signed by the vendor's authorized representative and submitted as part of the offer:
- RFP Appendix 1-2 Solicitation and Offer Form
 - RFP Appendix 1-3 Lobbying Certification

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3 EVALUATION AND SELECTION PROCEDURES

3.1 Selection Procedures

Award will be made to the responsive and responsible firm whose proposal is most advantageous to the Owner with price and other factors considered. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described herein. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with vendors within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, Owner may select a proposal for award without any discussions or negotiations or request for any BAFOs. Subject to Owner's right to reject any or all proposals, the vendor whose proposal is found to be most advantageous to Owner shall be selected, based upon consideration of the evaluation criteria below.

Proposals will not be publicly opened. All proposals and evaluations shall be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Evaluation Committee and other Owner officials, employees and agents having a legitimate interest shall be provided access to the proposals and evaluation results during this period.

Step 1: Determination of Proposer's Responsiveness

Responsiveness will be determined on the basis of the vendor's adherence to all proposal requirements. No points are assigned during this stage of the evaluation. Submittals that do not comply with the material terms and conditions of the solicitation may be rejected as non-responsive. The Owner reserves the right to waive minor errors, omissions, or technicalities as determined to be in the best interest of the Owner and that do not impede the Owner's ability to evaluate the responding firm's quality of work, experience, and/or its ability to perform the requested work.

Step 2: Evaluation of Submitted Proposals

All proposals determined to be responsive will be evaluated and scored by an Evaluation Committee, which may include employees and/or agents of Owner. This Committee will carry out the detailed evaluations, including establishing the Competitive Range.

Step 3: Interviews, Discussion, and Negotiations

The Evaluation Committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all vendors within the competitive range.

If the Committee determines it is in the best interest of the Owner to enter into negotiations with vendors in the competitive range, the Committee may submit, only to the vendors in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Vendors shall be prepared to respond, in writing, to all questions within the time frame provided by the Committee. If deemed necessary by the Committee, oral interviews and discussions with vendor(s) may be required.

Each vendor remaining within the competitive range at the close of negotiations may be allowed to submit a final supplement call a "best and final offer".

Step 4: Contract Award

A recommendation to award a contract, if any, to the responsive and responsible vendor found to be the most advantageous, will be made to the Owner's board. Accordingly, the Owner may not necessarily make an award to the vendor with the highest technical ranking nor award to the vendor with the lowest Price Proposal if doing so would not be in the overall best interest of the Owner.

3.2 Evaluation Criteria

The following criteria are listed by their relative order of importance by which proposals will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. As proposals are considered by the Owner to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, price may be the deciding factor.

- a) Experience
- b) Staffing
- c) Approach
- d) Price - Points will be assigned based on the proposers price relationship to the lowest proposal price.

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