



Request for Proposal 23-21

Senior Transportation Program

PROPOSALS DUE

**Wednesday, March 15, 2023
at 2:00 p.m.**

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program

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CITY OF AURORA
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program

The City of Aurora, Illinois is seeking proposals from professional, qualified firms to fulfill a Senior Transportation Pilot Program for the Senior and Disability Services Division of the City of Aurora.

Sealed Proposals will be received at the City of Aurora, Attn: Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, March 15, 2023.**

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

All proposals are to be submitted on the request for proposal forms provided entitled: "Senior Transportation Program."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "23-21 Senior Transportation Program **"The outside of the envelope must also be clearly labeled with proposer company name and address.**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until **8:00 am, CST, Tuesday, March 7, 2023.** Questions expect to be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, March 9, 2023. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 7, 2023, 8:00 am cut-off date/time.** It is the Proposer's responsibility to check the website before submitting their proposal.

Any Proposer who owes the City money may be disqualified at the City's discretion.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority and women owned enterprise firms to submit proposals and encourages the successful firm to utilize minority and women owned businesses as applicable.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counterproposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of RFP papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January 1992.
- F. The Proposer is not barred from bidding on the Project or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____
PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____)_____

Subscribed and Sworn to
Before me this ____ day
of _____, 2023

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2023.

By _____
(Signature of Proposer’s Executing Officer)

(Print name of Proposer’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2023.

Notary Public
(SEAL)

**CITY OF AURORA, ILLINOIS
INSTRUCTIONS TO PROPOSERS**

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; (b) pay workers performing warranty and maintenance in accordance with the schedule of prevailing wages for Kane County.

02. ACCEPTANCE OF PROPOSALS

- a. Proposer must submit one (1) original proposal response and shall have provided all requested information and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

In a separate sealed envelope, submit one (1) set of the proposal pricing.

- b. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a contract. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the proposer and the Request for Proposal Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counterproposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the proposal, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the most responsive, responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Proposal. The Proposer assumes responsibility for late delivery of the mail. **It is the sole responsibility of the Proposer to see that the Proposal is received in the proper time.**
- b. Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507.
- c. Any Proposal received by the Purchasing Division **after 2:00 p.m. on Wednesday, March 15, 2023**, shall be returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposer may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the Director of Purchasing prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received at the Purchasing Division office prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. CITY'S AGENT

The Director of Purchasing, or his delegate, shall represent and act for the City in all matters pertaining to the proposal and contract in conjunction thereto.

06. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal Package and all Addenda and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to the submission. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal Package document, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made do allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

07. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Debarment or suspension by any federal agency.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

08. AWARD OF PROPOSAL

It is the intent of the City to award a contract to the most responsive, responsible proposer meeting specifications. The City reserves the right to determine the responsive responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a)

adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the proposal.

09. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal, or his/her authorized representative must initial any alteration in ink.)

10. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

12. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

13. DEFAULT

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

14. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the request for proposal documents. Interpretations, corrections and changes will be made by addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

15. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Proposer's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Proposer promptly after rejection.

16. WARRANTY

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Proposer or require correction or replacement of the item at the time the defect is discovered, all at the Proposer's risk and expense. Acceptance shall not relieve the Proposer of its responsibility. Contractor and/or Proposer (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Proposer (as case may be) agrees that these warranties shall run to the City of Aurora, its

successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

18. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

19. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Proposers, the conditions stated in Special Conditions and Specifications shall take precedence.

20. PERMITS AND LICENSES

The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

21. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal (including, but not limited to, the U.S. Department of Housing and Urban Development's Community Development Block Grant Program), State and local laws, rules and regulations as applicable, including the Occupational

Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Proposer shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

22. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

23. ELIGIBILITY

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

24. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

25. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Proposer is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Proposer in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

26. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and

cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Proposer for the cost and expenses thereof which bills shall be paid by the Proposer without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Proposer for the payment thereof.

27. MINORITY AND WOMEN PARTICIPATION

The City of Aurora encourages minority and women owned business firms to submit proposers and encourages the successful contract proposer to utilize minority and women owned businesses as sub-contractors for supplies, equipment, services and construction.

28. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State. Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said

Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

29. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

30. PROSECUTION OF WORK

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.

31. GUARANTEE AND MAINTENANCE OF WORK

The Proposer shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

32. CONTRACT

The successful Proposer will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Proposer to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Proposal.

33. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Proposer shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies

or certificates of insurance shall be approved by the City before the successful Proposer may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Proposal will be awarded to the next lowest Proposer or in the creation of a new Proposal.

34. PERSONNEL AND EQUIPMENT

The Proposer shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Proposer shall provide identification of its personnel if requested by the City.

Any Proposer's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety. All on the road vehicles or equipment shall be identified by the Proposer's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Proposer and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Proposal.

35. TIME

Proposer shall schedule its Work and that of its subcontractors to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

36. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until **8:00 am, CST, Tuesday, March 7, 2023**. Questions expect to be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, March 9, 2023. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 7, 2023, 8:00 am cut-off date/time.**

It is the responsibility of the interested proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA
Request for Proposal 23-21
Senior Transportation Program

Introduction:

The City's residents and service providers have expressed a growing transportation concern for senior citizens and individuals living with disabilities. This identified gap in existing transportation services has amplified the need to provide reliable, equitable, and affordable transportation for senior citizens and individuals living with disabilities. This has led the City to pursue innovative transportation solutions. This pilot will focus on enhancing the quality of life for senior citizens by providing adequate transportation for seniors with and without disabilities. To do so, the City is seeking qualified contractors/organizations to provide efficient transportation services for identified eligible seniors (standard transportation) and/or seniors with disabilities that require accessible transportation (vehicles with lifts, ramps, securement devices (straps for securing wheelchairs on board) who reside within the city limits. The service requested will be curb-to-curb, demand-responsive or advanced reservation and private (with a caregiver rider option) service that is made available to approved program participants. One or more contractors can bid on this Proposal to provide standard and/or accessible transportation. A contractor can provide both standard and accessible transportation or a primary contractor that has the capability to provide standard transportation and to sub-contract and coordinate accessible transportation.

Funds for the Senior Transportation Program have been made available through the federal Community Development Block Grant Program (CDBG). Successful respondents must comply with all relevant CDBG regulations and policies.

Project Description:

All respondents must provide the following information at a minimum but may provide additional information regarding their services.

Scheduled service will be seven days a week with specific daily hours identified in this solicitation. The service is available to eligible seniors who request standard transportation and eligible seniors with disabilities who require accessible transportation. The contractor or contractor's drivers, upon request, shall assist such passengers into and out of the vehicle and shall assist in carrying their parcels or personal effects in and out of the vehicle.

Other required services include:

Ride scheduling/calling on behalf of program participants/riders roundtrip

Eligible seniors will identify if they require accessible transportation at the time of ride scheduling/calling.

Ride estimated time of arrival notification/reminders via calls and texts to riders

Offer ride scheduling and service 7 days a week from 7:00 am – 10:00pm CT Standard

Ride monitoring roundtrip

Destination confirmation roundtrip

Curb to curb pick-up and drop-off

Personal/private rides

Caregiver/passengers ride free

Experience partnership with Uber and Lyft

Capability to track individual rider allowance availability

Capability to be demand-responsive or pre-schedule ride subscriptions for appointments

Capability to track required data metrics and provide monthly rider/program reports

Financial capability to establish and maintain service during the contracting period

Interest and ability to provide quality service to eligible seniors with and without disabilities

Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.

Ability to maintain records of trips, passengers, miles, destinations and purpose for ride.

Ability to secure minimum requirements for vehicle and general liability insurance.

Willingness to comply with Federal and State requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.

Maintain and operate an automated dispatch and control system at a centralized office location, staffed during the agreed upon program hours of operation, with a dedicated radio communications system between the dispatch office and vehicle operators.

At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.

Possess a well-vetted database software that tracks ridership, ride destination and revenue activity and other data and provides reports for such data which can be used for current and historical data purposes which allows City to view data and enter participants and view updates.

1.0 Specific Service Requirements.

- 1.1 Contract Period. The initial contract period will be for 8 months commencing **May 1, 2023**, through **December 31, 2023**.
- 1.2 Program Parameters. Each eligible, approved, referred program participant 60 and over with or without a disability will receive the following: Up to Six (6) One-Way Rides - per month, per client (Could total 3 roundtrip rides.); Rider can use rides until rides are used up monthly (if rider exceeds rides but in need of return ride home authorization is needed by staff at City of Aurora).
- 1.3 Service Area. Service for eligible seniors with and without disabilities shall be provided with a pick-up (or drop-off for return trips) within the boundaries of the City of Aurora to a destination within a 20-mile radius of the pick-up location. Beyond the 20-mile radius, authorization is required by the staff at City of Aurora. Anticipated Service Area (but not limited to): DuPage, Kane, Kendall and Will Counties. Caregiver (extra passenger) ride free.
- 1.4 Ride Destination Eligibility. Medical, Nutrition, Employment, or Wellness/Recreation.
- 1.5 Private Ride. The service will be provided on a private/personal ride basis. This means that while vehicles are being routed to pick-up or drop-off passengers they cannot be merged with other passenger's origins or destinations.
- 1.6 Service Standards. The City has established service goals for this project as follows:
- 1.6.1 The passenger pick-up window should be less than 20 minutes from the time set between the passenger and dispatch. The City should be advised when there are problems meeting the passenger response time requirement.
 - 1.6.2 Drivers will, upon request, assist in loading and unloading of seniors with and without disabilities and assist in carrying their parcels or personal effects in and out of the vehicle.
- 1.7 Hours of Service.

The shared-ride service is anticipated to operate under the following schedule:

Monday	7:00 AM to 10:00 PM
Tuesday	7:00 AM to 10:00 PM
Wednesday	7:00 AM to 10:00 PM
Thursday	7:00 AM to 10:00 PM
Friday	7:00 AM to 11:00 PM
Saturday	7:00 AM to 11:00 PM
Sunday	7:00 AM to 10:00 PM

2.0 Data Tracking. Proposer will provide software to track trips, rides, ride destinations, revenue and agreed upon data metrics. Proposer will track ride availability and ensure participants remain within their monthly ride allowance. Proposer will seek authorization from City of Aurora for any rider exceeding monthly ride or mileage allowance or unexpected/urgent requests.

2.1 Reporting. Proposer will provide City of Aurora with monthly reports of all requested data metrics.

2.2 Dispatching. The Proposer shall be responsible for dispatching vehicles. Request for service may be made upon demand or up to 48 hours in advance. All radio communications must be compliant with FCC “narrow banding” requirements. The Proposer must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations.

2.3 Contracted Personnel - Selection and Training.

2.3.1 Personnel providing required services must be employees of the Proposer. The Proposer shall be responsible for their hiring and training.

2.3.2 The Proposer shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.

2.3.3 The City shall have access to the Proposer’s personnel records upon reasonable notice to the Proposer.

2.3.4 The Proposer shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Part 655. A drug and alcohol-testing program that includes up-to-date record keeping and monitoring of employees must be in place on the effective date of the contract.

2.3.5 Proposers shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities), etc.

2.4 Invoices. Invoices shall be submitted for payment to the City and not more frequently than monthly.

2.5 Driver's Logs. Drivers or Proposer shall maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:

- * Driver name and vehicle number;
- * Total daily passenger counts;

- * Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
- * If driver logs do not record actual hours, either change driver log and/or procedures or provide additional documentation such as detailed timesheets that accurately reflect actual hours of service.
- * Ride destination;

Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;

- * The daily mileage by vehicle should be recorded to the nearest mile; and
- * Package delivery revenues collected.

2.6 Dispatcher Records. Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:

- * The name, address and telephone of the user requesting service;
- * The passenger destination and the requested arrival time at the destination;
- * Identification number of the vehicle responding to the request; and
- * Estimated passenger pick-up time

2.7 Drug and Alcohol Testing Program Records. The Proposer shall maintain up-to-date information and records documenting the drug and alcohol testing program.

2.8 Complaints

- 2.8.1 The Proposer shall receive all complaints regarding the service and record them on a form satisfactory to the City. Complaint records for the current year shall be available for inspection by the City upon demand.
- 2.8.2 The Proposer shall investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the Proposer shall submit a completed, written copy of the complaint form to the City and to the person filing the complaint.
- 2.8.3 Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the City.

Information Pertinent to the Proposer and Proposal. The Proposal must also include the following information:

- a. Proposer Identification. Provide the Proposer's name, business address, telephone number, facsimile number, e-mail address.
- b. Proposer's Legal Status. Identify the Proposer's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).
- c. Chief Executive or Administrator of the Organization. Provide the name and contact information for this individual.

- d. Proposer's Authorized Representative. Provide the name and contact information for the individual authorized to represent the Proposer in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Proposer.
- e. Proposer's Business Function. Describe the major business function(s) or activities of the organization.
- f. Service Background. Provide information for transportation services which the Proposer currently provides under other contracts or service agreements
- g. References. Provide the names of any agencies for which the Proposer has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Proposer's past performance history.

<u>Agency</u>	<u>Contact Person</u>	<u>Phone Number</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____
(5) _____	_____	_____

- h. Key Personnel. Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsise their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation. Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the City and its prior approval.
- i. Employees. Specifically discuss or describe:
 - i. How many full-time employees are currently on staff;
 - ii. How many part-time employees are currently on staff; and
 - iii. The minimum hiring criteria for drivers and how compliance is checked.
- j. Drug and Alcohol Testing.

The successful Proposer shall:

- i. Comply with the following federal substance abuse regulations:

- A. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”.
- B. U.S. DOT Regulation, 49 CFR Part 40 “Procedures for Transportation Workplace Drug and Alcohol Testing Program”.

- ii. Does the Proposer currently have a Drug and Alcohol testing program that complies with FTA requirements? Yes_____ No_____

If the answer to the above is “Yes,” describe the existing drug and alcohol control program for Safety Sensitive personnel and provide current policies regarding drug and alcohol testing. Discuss how the program currently meets or will meet the requirements of the Federal Transit Administration’s Drug and Alcohol Testing Regulations (attach additional sheets and/or documentation if necessary).

k. Training. The proposal must:

- i. Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with contract all requirements.
- ii. Describe corporate policies on the personal use of communications equipment.
- iii. Describe dispatcher training which will be provided to ensure contract compliance.
- iv. Attach a copy of the corporate/contract training plan if one is available.

l. Vehicle and Fleet Management Capabilities.

- i. *Computer Equipment and Software*. Identify and describe the Proposer’s computer equipment, including its functions and capabilities, and hardware and software which pertains to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.):

ii. Describe your present dispatching and vehicle control procedures by completing the following questions:

(a) Number of Dispatchers during peak periods: _____

(b) Hours of Call-Taking Operations (M-F): _____

(c) Number of Telephone Lines: _____

(d) Number of one-way trips, exclusive of school trips, scheduled on an average weekday _____

m. Fleet Description. List all vehicles presently owned or operated by the Proposer which will be made available for the proposed contract services. Use the following format for all listed vehicles:

Make/Model/Year: _____/_____/_____

Vehicle Mileage: _____ **Communications Equipped (Y/N):** ____

Meets ADA Requirements (Y/N): ____ **Lift/Ramp Equipped (L/R):** ____

Wheelchair Positions per Vehicle: ____ **Ambulatory Seating Capacity:** ____

Vehicle Condition (Excellent, Good, Fair, or Poor): _____

Other Special Features: _____

n. Fleet Maintenance Program. Attach a copy of the Proposer’s current vehicle maintenance plan. If no plan exists, describe in complete and sufficient detail the Proposer’s preventive and corrective maintenance programs. Note which activities are performed directly by the Proposer and which activities are subcontracted to other entities. If the Proposer anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

- o. Record-Keeping. Briefly describe the Proposer's record-keeping capabilities (if not already noted elsewhere in this proposal):

- p. Provide any additional information which the Proposer believes may be relevant to the evaluation of the Proposer's qualifications. Do not use this area unless necessary. Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

Submission Requirements:

All respondents must provide information at a minimum but may provide additional information regarding their services.

The information shall be provided in each proposal in the order listed below. A firm is expected to provide a response for each requirement listed. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the City.

All proposals shall be prepared with a concise description of the firm's capabilities to satisfy the minimum qualifications in the following section – **Submission Format**. Firms should format their proposals so that their responses correspond to the specific sections to the extent possible without unnecessary repetition.

Submission Format:

Proposer must submit one (1) original proposal response and shall have provided all requested information and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

In a separate sealed envelope, submit one (1) set of the proposal pricing.

The proposal must be submitted in a sealed mailing envelope or package, clearly marked 23-21 Senior Transportation Program

1. **Contact information – Please submit the firm's mailing address, phone number, and an e-mail address for the firm's point of contact person on Transmittal Letter.** Future contacts by the City will be done via e-mail, whenever possible. The transmittal letter must briefly summarize the proposing firm's interest in providing the required services. It must be signed by the person authorized to commit your firm to the services being offered in your response to this solicitation. The transmittal letter must also clearly state and justify any exceptions to the requirements, which the applicant may have taken in presenting the Proposal. The City reserves the right to deny any and all exceptions taken to the RFP requirements. Pages 22 - 26
2. **Project Understanding – A Statement of the objectives, goals and tasks to show or demonstrate the responders view of the nature of the request.**
3. **Specific Service Requirements –Page 20**
4. **Background and Experience (Company and Personnel) – An outline of the responder's background and experience with examples of similar work done and a list of personnel who will conduct the project, detailing their training and work experience. Data Tracking, reporting, Dispatching, Contracted Personnel-Selection and Training, Drug and Alcohol Testing Program Records. Pages 21 - 26.**

5. Cost Proposal

Proposer must submit in a separate sealed envelope one (1) set of the proposal pricing.

For purposes of completing the cost proposal, the City of Aurora does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is

accomplished. Terms of the proposal as stated must be valid for the length of the project. If proposing an hourly rate, unit rate or lump sum, include a breakdown (labor, overhead, profit & expenses) showing how the rate was derived.

For the purpose of this cost proposal, responder will provide the following when developing their costs.

The responder must include a total project cost along with following:

- A breakout of the cost
- Identification of anticipated direct expenses.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
- Responder must have the cost proposal signed in ink by authorized member of the firm. The responder must not include any cost information within the body of the RFP technical proposal response.

6. **References** - Provide references, including names, titles, addresses, and phone numbers from at least three (3) other firms, preferably municipal, for which the firm has performed similar services. Page 23

Proposal Evaluation:

Respondents will be evaluated according to the following factors: All respondents must provide the following information at a minimum but may provide additional information regarding their services.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc.), fleet size and description, and record-keeping ability.
3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Proposer's prices.
5. *Debarment and Suspension* – The firm and its principals may not be debarred or suspended by the federal government. Before awarding the contract, the City of Aurora will verify the firm's (and its principals') debarment and suspension status at sam.gov.

The award will be made to the most qualified company whose proposal is deemed most advantageous in consideration of all relevant requirements and factors.

Submission Due Date/Time: Submissions must be received in the Purchasing Division Office, 44 E. Downer Place, Aurora, IL 60507 by 2:00 pm, Wednesday, March 15, 2023.

Overnight courier is acceptable provided timely receipt. The firm assumes responsibility for late delivery of the mail. It is the sole responsibility of the firm to see that his or her proposal is received in the proper time.

Any submission received by the Purchasing Division office after **2:00 pm on Wednesday, March 15, 2023**, shall be rejected.

Reserved Rights: The City of Aurora reserves the right at any time and for any reason to cancel this process, to reject any or all submittals, or to accept an alternative process. The City of Aurora reserves the right to throw out immaterial content. The City and/or staff may seek clarification from a firm at any time and respond promptly if there is a cause for rejection.

Incurred Costs: The City of Aurora will not be liable in any way for any costs incurred by a firm in replying to the Informal Solicitation.

Illinois Freedom of Information Act: The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Entire Agreement: This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

Consents and Approvals: The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

The City encourages minority and women owned business (MWBE) enterprises to submit proposals and encourages the successful firm to utilize MWBE businesses as applicable.

Any Proposer who owes the City money may be disqualified at the City's discretion.

Insurance/Liability: During the progress of the work the Proposer shall assume total risk and liability and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of subcontractors or material suppliers.

The Proposer shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.

- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto

The Proposer shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora by the awarded Proposer, minimum insurance requirements shall be as follows:

- a. Commercial general liability (occurrence; project)
 - i. Each occurrence: \$1,000,000
 - ii. Damage to rented premises: \$50,000
 - iii. Medical expenses: \$5,000
 - iv. Personal injury: \$1,000,000
 - v. General aggregate: \$2,000,000
 - vi. Products: \$2,000,000
- b. Auto Liability, combined single limit: \$1,000,000
- c. Excess/umbrella liability, each occurrence/aggregate: \$5,000,000
- d. Workers' compensation, each accident/disease: \$500,000

The City of Aurora and its officials, employees, and agents must be named on the Certificate of Insurance as a primary, non-contributory, additional insured under the general liability policy.

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counterproposals and to hold the proposal for ninety (90) days from the opening date set forth above. The City further reserves the right in its sole discretion to award the proposal to the most responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

Questions: Inquiries and/or questions pertaining to the provisions and specifications of this request for qualifications package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, CST, Tuesday, March 7, 2023. Questions will be answered via addendum by 5:00 pm, Thursday, March 9, 2023. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the Tuesday, March 7, 2023, 8:00 am cut-off date/time.**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL 23-21
Senior Transportation Program

PROPOSAL FORM

Due Date & Time: 2:00 p.m. CST, Wednesday, March 15, 2023

To: **City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other PROPOSAL documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the PROPOSAL.
 - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.
 - B. For purposes of this offer, the terms Contractor, Proposer, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Proposer's Name: _____

Signature & Date:_____

Appendix D

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program

PROPOSAL FORM

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The Proposer also acknowledges that they will comply with said provision should they be awarded the contract.

All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all proposals or portion thereof or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counterproposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the PROPOSAL to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

AUTHORIZED SIGNATURE _____

Title

EMAIL _____

PHONE #(____)_____ FAX # (____)_____ DATE _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 23-21
Senior Transportation Program

PROPOSAL FORM

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm _____

(If a Corporation)

Corporate Name _____
Signed by _____, President

Business Address _____

Insert (President)_____

CORPORATE SEAL Names of (Secretary)_____

Officers (Treasurer)_____

ATTEST:

Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

Appendix D

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL 23-21
Senior Transportation Program

PROPOSAL FORM

To be submitted in a separate sealed envelope

Pricing - Fare Rate Structure, and Other Charges. The following fares shall be charged by the Proposer during the contract period:

CONTRACT

Fare Category:

Amount:

Base Fare

\$_____

Other Charges (per ride):

Dispatch Coordination Calls

\$_____

Ride Monitoring and Destination Confirmation

\$_____

Ride scheduling/calling on behalf of program participants

\$_____

Ride ETA notification/reminders via calls and texts to riders

\$_____

Ride Monitoring and Destination Confirmation

\$_____

Other _____

\$_____

Other Charges (one-time fee):

Set Up Fee

\$_____

Other _____

\$_____

Proposer will provide standard transportation **Yes** ____ **No** ____

Proposer will provide accessible transportation **Yes** ____ **No** ____

If Proposer cannot provide accessible transportation, is Proposer willing to sub-contract and/or coordinate requests for accessible transportation **Yes** ____ **No** ____

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counterproposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

Appendix D

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL 23-21
Senior Transportation Program

CONFLICT OF INTEREST DISCLOSURE

Initial the following statement:

_____ The undersigned understands that they are a Proposer for the City of Aurora Senior Transportation Program and that the Program is funded with federal dollars under the Community Development Block Grant (CDBG) Program.

Initial **one** of the following statements:

_____ The undersigned hereby certifies that they or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of **directors**) **do(es) NOT have** any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official in the City of Aurora. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be “covered persons” under federal conflict of interest regulations.

OR

_____ The undersigned **DO(ES) have** a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of the City of Aurora. Please note that the City of Aurora will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable federal regulations prior to entering into any agreement with you. Please list each such business or family tie:

NAME	POSITION	AFFILIATION WITH CITY

Print your name, provide your signature, and date your certification below:

Printed Name

Signature

Date

**City of Aurora Agreement for
Senior Transportation Program**

THIS AGREEMENT, entered on this _____ day of _____, 2023 (“Effective Date”), for the Senior Transportation Program is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Proposer”), located at _____.

WHEREAS, the City issued a Request for Proposal (“RFP”) on _____, 2023 for Services to Facilitate the Senior Transportation Program ; and

WHEREAS, the Proposer submitted a response to the PROPOSAL and represents that it is ready, willing and able to perform the Services specified in the PROPOSAL and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Proposer.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer’s response to the PROPOSAL, to the extent it is consistent with the terms of the PROPOSAL, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Request for Proposal 23-21

In connection with the PROPOSAL and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the PROPOSAL and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.

3. **Term.** The contract shall be in place until the terms of the RFP have been met.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Proposer’s negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Appendix D. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that the Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME_____

(SEAL)

By_____

President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____(SEAL)

_____(SEAL)
Contractor

Agreement #23-21

**CITY OF AURORA
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program**

EXHIBIT 1

(REQUEST FOR PROPOSAL)

**CITY OF AURORA
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program**

EXHIBIT 2

(PROPOSAL FORM 23-21)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 23-21
Senior Transportation Program

SUBMITTAL CHECKLIST

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “23-21 Senior Transportation Program.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- _____ Proposal Form (Appendix D) – **Should be in a separate sealed envelope**
- _____ Proposal Response – Section 2, (Page 18-27)
- _____ Proposer’s Certification (Page 6)
- _____ Proposer’s Tax Certification (Page 7)
- _____ Proof of Insurance
- _____ Conflict of Interest Disclosure Form (Appendix E)
- _____ Signed Agreement (Appendix F)