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REQUEST FOR PROPOSAL

Passenger Rail Conceptual Siting Analysis for the Rockford Region

Issue Date: 1/5/2021 (edited 1/26/2021)

Region 1 Planning Council (**RPC**) (also referred to as “Agency,”) requests proposals from all qualified and responsible Respondents to satisfy the Scope of Work provided below. Respondent. If you are interested and able to meet these requirements, RPC appreciates and welcomes a Proposal.

Agency Overview:

Region 1 Planning Council (RPC) is a special-purpose, regional government agency providing collaborative planning in Northern Illinois. The regional planning model provides an efficient means to promoting a well-informed, comprehensive dialogue that holistically addresses regional issues by fulfilling the needs of government entities for long-range planning, securing funding, providing data analysis, and offering technical support for regional projects and initiatives.

RPC is designated as the Metropolitan Planning Organization (MPO) for the Rockford Region, as required for all urbanized areas of at least 50,000 people. The MPO is federally funded and mandated by the United States Department of Transportation (USDOT). MPOs ensure that existing and future expenditures for transportation projects and programs are based on the 3-C process: comprehensive, cooperative, and continuing planning. Transportation projects and programs qualify for federal funding through this planning process.

Project Description

The agency is seeking a vendor for the purposes of assisting in the completion of a Passenger Rail Conceptual Siting Analysis for the Rockford Region. The two proposed passenger rail stations will be in the vicinity of South Main Street in Rockford and Irene Road in Belvidere. Respondents shall be expected to provide no less than the minimum services and deliverables identified in the Scope of Work as described herein. We invite vendors to submit a proposal with their qualifications and project plan for consideration.

The responder must have significant knowledge, expertise, and experience working on projects involving coordination with government entities as well as state and local elected officials. The responder should also have extensive experience with detailed economic impact analysis, making sound land use recommendations, and possess market knowledge and industry insights relevant to the scope of the project.

The vendor should make recommendations to best maximize the benefits of these efforts and any corresponding local/state/federal investment. An estimated itemization of potential services, timeline, and action items should be clearly identified. (See Sections II and VI for more details).



Each Respondent submitting a proposal must be qualified to participate in this RFP selection process. Once qualified, a Respondent shall be evaluated to determine if it has the required amount of knowledge, expertise, and experience to fulfill the project requirements requested by an internal steering committee. After finalists are selected, contract negotiation will determine the final budget, scope, and deliverables.

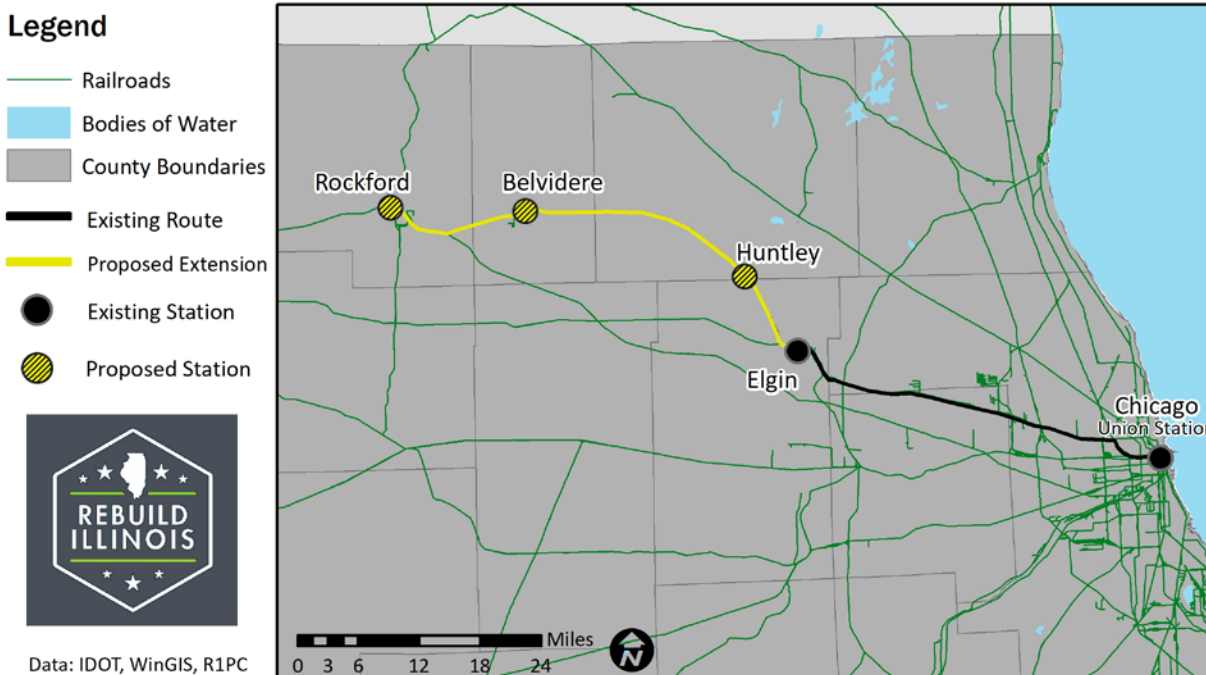
When an award is made, the resulting service agreement will be for a term of 18 months with an anticipated completion date of July 31, 2022.

To respond to this solicitation, proposals shall be submitted following the requirements outlined below. Please read the entire solicitation package and submit a proposal in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Proposal. Instruction pages should be excluded from Proposals.

Project Background

Through the Illinois Department of Transportation (IDOT) Statewide Planning and Research (SPR) Grant Program, RPC has been awarded funds to identify and evaluate the feasibility of passenger rail stations at locations in the Rockford Region. Specifically, the Rockford Region Rail Station Conceptual Siting Analysis is a comprehensive planning study to evaluate the most feasible and viable locations for two (2) rail stations in the Rockford Region in support of establishing the Chicago to Rockford Intercity Rail expansion project funded under the 2019 Rebuild Illinois Capital Bill. The locations in which proposed rail facilities are located are in the Cities of Rockford and Belvidere, Illinois. The State has made an official commitment to move the proposed rail project forward, the scope of this project is focused on conducting a market analysis of areas directly adjacent to the potential station sites. This effort will compliment other work currently being undertaken by IDOT.

Proposed Route Alignment for Chicago to Rockford Passenger Rail Service



The deliverable of this project should include an in-depth needs assessment of the stations with a focus on siting, conceptual design, multi-modal connectivity, and growth potential. Additionally, the project scope should consider various factors, including surrounding land-uses, zoning ordinances, environmental compatibility, localized transportation impacts, space requirements, facility amenities, and additional facility design elements. Also included as part of this study will be recommendations on how to maximize opportunities that directly impact communities, and the Rockford Region as a whole. Recommendations should be made based on the opportunities the region can experience through increased economic, job, and housing opportunities, as well as tax revenues.

It is important to note that no final determination has been made on regarding users of this extended rail service, as of the release of this RFP. Both passenger or commuter services could be offered for these stations, dependent on decisions made by IDOT. It is also possible that commuter service could be offered initially and passenger services could be phased in at a later date. Respondents to this RFP should be cognizant of these potential scenarios prior to responding.

Historic Context

The Rockford Region has a long and complex history regarding rail service for passengers. The Rockford Region has been host to two intercity passenger rail lines in the past. The Land 'O Corn, operated by the Illinois Central Railroad, stopped in Rockford while running between Chicago and Waterloo, Iowa from 1941 to 1967. From 1974 to 1981, Rockford was served by Amtrak via its Black Hawk route, a daily train service from Dubuque, Iowa to Union Station in Chicago with a stop in Rockford. However, the Black Hawk route was discontinued in September 1981 as part of funding cuts to Amtrak and the region lost rail connectivity to the Chicagoland area.

Since that time there have been numerous efforts at the state, regional, and local levels exploring the potential to revive passenger or commuter rail services to the Rockford Region. Some major efforts and relevant events are detailed below.

2004 – The Northern Illinois Commuter Rail Initiative (NICRI), which was formed in 2002 as a collection of over 50 elected officials advocating for intercity passenger rail service in Northern Illinois, released their report on commuter rail feasibility, demonstrating the need and sustainability of commuter rail for the region.

2006 – The Blackhawk Area Rail Coalition is formed to advocate for the restoration of intercity passenger rail service between Chicago and Dubuque. \$3 million is earmarked for an Alternatives Analysis in the Federal Transit Administration's New Starts program. NICRI is changed to NICTI to account for the addition of bus-transportation alternatives.

2007 – IDOT releases an Amtrak Feasibility Study, performed by Amtrak on behalf of IDOT, that presents intercity passenger rail service options for a new line connecting Chicago and Dubuque.

2010 – IDOT releases their final planning document for the Chicago to Dubuque intercity service, and begins negotiations with Canadian National (CN) after Route C through Genoa is again favored. Governor Quinn announces state capital funding to establish intercity passenger rail service from Chicago to Dubuque.

2014 – After negotiations with the CN stall, Governor Pat Quinn and IDOT announce an agreement with Union Pacific railroad to establish service along Route A (the Union Pacific Belvidere Subdivision Route), providing \$223 million for the project between Chicago and Rockford.

2015 – Governor Bruce Rauner puts project on hold, leaving the state of returned rail service to Rockford MPA in limbo.

2019 – Governor J.B. Pritzker signed the Rebuild Illinois Capital Plan that allocated \$45 billion worth of investments in roads, bridges, railroads, universities, early childhood centers and state facilities for the next six years. As a part

of this capital plan, the largest in the state's history, \$275 million was committed to re-establishing passenger rail service connections from Chicago to Rockford with a stop in Belvidere.

Project Objective

At a minimum, the objectives of the project should include:

1. Conducting needs assessment as it relates to rail facility location, facility amenities and utilities, and design elements;
2. Assessing land use and zoning considerations, along with market analysis and development impacts;
3. Evaluate and provide recommendations for siting locations based on established criteria;
4. Analyze and incorporate findings from preliminary IDOT operational and ridership analysis for the Chicago to Rockford intercity Rail Study

Respondents who wish to distinguish themselves are encouraged to list additional scope that their project team can provide.

Scope of Work

The selected recipient will work with RPC project team to complete six (6) distinct tasks associated with the project scope. However, the responsibility for some key elements within each task associated will rest solely with the selected recipient. The chosen party will be expected to develop the necessary materials in accordance with the timeline established by the RPC project team. An overview of each task can be found below.

TASK 1: Station Location Alternatives

The Project Study Team will evaluate potential station sites within the study area to determine the preferred locations for the stations in both Rockford and Belvidere. The Project Team will make recommendations based on, but are not limited to: rider accessibility; street access; size of site; public transit interface; infrastructure availability; parking availability; planned uses for the adjacent area, development, redevelopment, and adaptive reuse opportunities; pedestrian and bicycle access; impacts on railroad operations; proximity to other transportation modes; and other relevant considerations.

TASK 2: Railroad Operations Analysis

The Project Study Team will coordinate with IDOT's Chicago to Rockford Intercity Passenger Rail operational analysis team regarding the effect stops will have on existing and projected passenger and freight service on the line. While this task within the overall project is geared towards ridership analysis, this should not be the focus of the final document. RPC will choose a recipient who can demonstrate their ability to produce detailed impact analyses of rail service to each proposed station and the surrounding areas.

TASK 3: Environment and Community Impacts

For the potential station locations, the Project Study Team will investigate environmental clearance requirements and the related environmental and community impacts of the project, including: wetlands, contamination issues, impacted community facilities, noise and vibration impacts, traffic impacts, multi-modal linkages, private property acquisitions (if any), effect on property values and other relevant factors identified. With respect to community impacts, the Project Study Team will work with each of the communities to review the proposed station locations for conformance with their respective Land Use, Community Plans and Zoning; the findings will be documented. Opportunities for economic development will be assessed including the potential for increased revenue to communities due to increased property

values and private sector investment and development opportunities attributed to passenger rail facilities. Community impacts analysis will also evaluate and provide recommendations for transit oriented design and smart growth.

TASK 4: Conceptual Station Facility Design

With consideration of outcomes ascertained from the above tasks and public input, the Project Study Team will prepare recommendations on the design elements and the components and facilities to be included in conceptual station designs. Sketches of design elements will be prepared along with a narrative to provide a fuller understanding of the design concept. Preliminary site plans (i.e. sketch type plans that are not architectural grade) may also be developed for selected station sites which incorporate the required space and facilities identified in earlier study tasks. Also included as a work element of the Conceptual Station Facility Design Task is an evaluation of options of station ownership and a market analysis examining community development patterns to identify strategies which will encourage private sector development and investment.

TASK 5: Preparation of Draft Document and Presentation of Preliminary Recommendations

Based upon input obtained and the information ascertained from the above tasks, a draft study document will be prepared. This document should emphasize the technical, statistical analyses conducted during the development process with basic conceptual analyses being used primarily to frame the more detailed work within. Additionally, the prepared document should include an implementation plan of sorts that details phased development that will occur around both station locations along with a projected development budget for each phase. This should reflect the entire ecosystem that exists at the location including residential and commercial land uses, vertical infrastructure needs, and transit oriented development amongst others.

Once a draft version of the document and recommendations therein is completed, the chosen recipient is also expected to facilitate public hearing(s). This public comment period will be held to present the findings and preliminary recommendations of the Project Team and subsequently collect feedback from the public.

TASK 6: Preparation of Final Document

This last task consists of finalizing the study documentation, the recommendations that identify the key elements to be included in the passenger rail station design and the optimal locations on which to locate passenger rail facilities. Recommendations will also be included outlining the next steps by which to further this initiative, including options related to funding of capital improvements.

Budget Narrative

Indicate all budget line items that will constitute your work plan. Budget line items include: Personnel hourly rates of all staff including sub-consultants who will be working on the project, contract services, travel, office expenses, and other program expenses.

A budget narrative should also be provided, and should thoroughly and clearly describe every category of expense listed in the budget worksheet (detailed below). Applicants should demonstrate in the narrative how it will maximize cost effectiveness of an award. The narrative should describe any calculations presented in the budget worksheet.

Proposals that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

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A. INSTRUCTIONS FOR SUBMITTING PROPOSALS

- A.1. **PROCESS CHANGES RESULTING FROM DEMANDSTAR:** Use of DemandStar to submit a response is voluntary. RPC continues to accept responses outside DemandStar.
- A.2. **CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND ON DEMANDSTAR:** If RPC provides information on its website that is different or in conflict with the information entered in DemandStar, then the information on the RPC website is presumed to represent RPC’s intent.
- A.3. **HOW TO ENTER INFORMATION:** Type information in the **RED TEXT** form fields herein. If the information requested does not apply to the Respondent’s situation, then enter “N/A” into the text form field. Please enter the requested information or N/A into every text form field.
- A.4. **PUBLISHED PROCUREMENT INFORMATION:** RPC publishes procurement information, including solicitations, awards, and amendments, to its website <http://r1planning.org/procurement> and large purchases to DemandStar at www.demandstar.com. Respondent is responsible for monitoring the site for updated information. RPC will not be held responsible if Respondent fails to receive optional update notices.
- A.5. **DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the single point of contact for this solicitation. Unless otherwise directed, Respondents should only communicate with the Designated Contact. RPC shall not be held responsible for information provided by or to any other person.

Suspected errors should be immediately reported to the Designated Contact. Do not discuss, directly or indirectly, the solicitation or any Proposal with any officer or employee other than the Designated Contact.

Designated Contact: Julia Halsted

127 N Wyman St, Ste 100, Rockford, IL 61101

jhalsted@r1planning.org

- A.6. **PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at a Pre-Submission Conference, pertaining to this solicitation must be submitted in writing to the Designated Contact. Questions received and RPC responses may be posted as an Amendment to the original solicitation on the website; only these posted answers to questions shall be binding on RPC. Respondents are responsible for monitoring for posted updates.

A.7. PRE-SUBMISSION CONFERENCE

In the posting, the Agency may schedule a Pre-Submission Conference as the “Pre-Bid Conference:”.

Is attendance at the Pre-Submission Conference mandatory? Yes No

If attendance is mandatory, Respondent (current Vendor included) will be disqualified and considered non-responsive if Respondent does not attend, is not on time, leaves early or fails to sign the attendance sheet. Respondent must allow adequate time to accommodate security screenings at the site.

A.8. GENERAL PROCESS OF SOLICITATION

The following is a *general* description of the solicitation process. RPC may adjust this process, as needed, and makes no assurance or representation regarding the timing or schedule of the process.

EVENT		DATE, TIME (CST)
1.	RFP Published	Tuesday, January 5, 2021
2.	Pre-submission Teleconference (<i>optional</i>)	n/a
3.	Pre-submission Questions Accepted	January 6-20, 2021
4.	Questions and Answers Posted	Friday, January 22, 2021
5.	Proposals Due and Opened	Friday, February 5, 2021, 9:00 am
6.	Responsiveness Determination	Tuesday, February 9, 2021
7.	Negotiation with Responsive and Responsible Respondents	February 9-14, 2021
8.	Selection of Preferred Proposal	Friday, February 15, 2021
9.	Additional Negotiation (<i>if necessary</i>)	February 15-24, 2021
10.	Notice of Award	February 26, 2021

A.9. PROPOSAL DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF PROPOSALS: Each solicitation contains the Proposal Due Date and Time appearing as the “Bid Opening Date” on the posting. Proposals will be opened at the “Submit Proposal to” address provided below on the “Bid Opening Date:”

Submit Proposal to:

Label (*outside of envelopes/containers*):

Region 1 Planning Council Attn: Procurement 127 N Wyman St, Ste 100 Rockford, IL 61101	“Sealed Response – Do Not Open” Project Title: Passenger Rail Conceptual Siting Analysis Due Date & Time: Fri, February 5, 2021, 9:00 am Respondent: [Name, City, State]
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A.10. ORGANIZATION REQUIRED: Proposals must be submitted in separate files as listed below. Please follow these instructions carefully. *Separately seal and label each file.*

A.10.1. File 1 shall contain the Respondent’s response to the Specifications, Qualifications, Statement of Work Form provided.

A.10.2. File 2 shall contain Respondent’s Pricing Form provided.

A.10.3. File 3 shall contain the Proposal and applicable forms.

A.10.3.1. Exceptions (*if applicable*) must be provided on the Acceptance of Terms form or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Proposal.

Additional Proposal Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Respondent’s position; for example, a Respondent’s licensing agreement.

A.10.3.2. The Agency may state additional terms and conditions to contracting in Supplemental Provisions.

A.10.4. File 4 shall contain a redacted copy of the Proposal (*if applicable. See A.9.*)

A.10.4.1. Respondent should provide a redacted copy of the Proposal, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions.

A.11. SUBMISSION OF PROPOSALS: The Proposal must be submitted in separately sealed files as indicated above and below and clearly labeled with the Request for Proposal title, the file number, the Respondent’s name and the wording: **“Sealed Proposal – Do Not Open.”** The separately sealed files may be submitted together in one container or may be submitted separately. Do not put the entire Proposal on a single USB flash drive. Pricing must always be on a separate USB and envelope unless otherwise instructed. Proposals must be received by the Due Date and Time specified herein. All responses received will be time-stamped at arrival. Respondents must submit their proposal in two forms: one (1) original paper copy, and one (1) complete electronic copy of proposal in a .zip format titled by File Number. The application package shall be addressed, labeled, and delivered to the Response Submission Location as specified in Section A.3.1.

Subject Matter	# of Hard Copies	# of USB flash drives
File 1: Specifications, Qualifications, Statement of Work	1	1 <i>(Files 1, 3, 4 may be submitted on a single USB)</i>
File 3: Proposal	1	
File 4: Redacted Materials <i>(if applicable)</i>	1	
File 2: Pricing	1	1 <i>(must be submitted separately)</i>

A.12. SECURITY: Performance Bond: N/A.

A.13. FEDERAL FUNDS: The resulting contract may be partially or totally funded with federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.

A.14. PUBLIC BODY: Region 1 Joint Regional Planning Commission, known by its trade name “Region 1 Planning Council” (RPC), was created on August 21, 2017, by Intergovernmental Agreement between Boone and Winnebago Counties under the authority of Section 3 of the Intergovernmental Cooperation Act, Division 5-14 of the Illinois Counties Code, 55 ILCS 5/5-14 et seq., and Section 2.5009(n) of the Illinois Counties Code and Article VII, Section 10 of the 1970 Constitution of RPC of Illinois. RPC is a public body under the definitions of the Illinois Procurement Code (30 ILCS 500/1-15.100), and therefore subject to the principles of competitive bidding and economic procurement practices applicable to purchases and contracts.

A.15. GOVERNING LAW AND FORUM: Illinois law and rules govern this solicitation and any resulting contract. Respondent must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Respondent may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) is applicable to this solicitation and may be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>.

A.16. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Proposals become the property of RPC and late submissions will not be returned. All Proposals will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Respondent requests in its Proposal that RPC treat certain information as confidential. A request for confidential treatment will not supersede RPC’s legal obligations under FOIA. RPC cannot honor requests to keep entire Proposals confidential.

Respondents must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, RPC will disclose the successful Respondent's name, the substance of the Proposal, and the price. If Respondent requests confidential treatment, Respondent must submit additional copy/copies (see Instructions for Submission of Proposals) of the Proposal with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Proposal as possible. In a separate attachment, Respondent shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Respondent will hold harmless and indemnify RPC for all costs or damages associated with RPC defending Respondent's request for confidential treatment. Respondent agrees that RPC may copy the Proposal to facilitate evaluation, or to respond to requests for public records. Respondent warrants that such copying will not violate the rights of any third party.

A.17. RESERVATIONS: Respondent must read and understand the solicitation and tailor the Proposal and all activities to ensure compliance. RPC reserves the right to amend the solicitation, reject any or all Proposals, award by item/services, group of items/services, or grand total, and waive minor defects. RPC may request a clarification, inspect Respondent's premises, interview staff, request a presentation, or otherwise verify the contents of the Proposal, including information about subcontractors and suppliers. RPC may request Best & Final Proposals when appropriate. RPC will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of RPC and in accordance with the Illinois Procurement Code, rules and other applicable State and federal statutes and regulations. This competitive process may require that Respondent provide additional information and otherwise cooperate with RPC. If a Respondent does not comply with requests for information and cooperate, RPC may reject the Proposal as non-responsive to the solicitation. Submitting a Proposal does not entitle Respondent to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. RPC is not responsible for and will not pay any costs associated with the preparation and submission of any Proposal. Awarded Respondent(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by RPC.

A.18. AWARD: RPC is not obligated to award a contract pursuant to this solicitation. If RPC issues an award, the award will be made to the responsive and responsible Respondent whose Proposal best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if RPC does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, then RPC reserves the right to cancel the award and take appropriate action to meet the needs of RPC. RPC will determine whether the price is fair and reasonable by considering the Proposal, including the Respondent's qualifications, the Respondent's reputation, all prices submitted, other known prices, the project budget and other relevant factors. RPC will post a notice to the Bulletin identifying the apparent most responsive and responsible Respondent.

A.19. REFERENCES: Yes No. If "Yes" is marked, Respondent must provide references from established private firms and/or government agencies other than the procuring Agency, who can attest to Respondent's experience and ability to perform the contract that is the subject of this solicitation. Respondent must provide the name, contact information and a description of the supplies or services provided **using the References form.**
Type of References (Number of Each):

- Government agencies (3)
- Private firms (3)

A.20. INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. Invoices should be sent to Region 1 Planning Council, 127 S Wyman St, Ste 100, Rockford, IL 61101. Vendor shall not bill for any taxes provided proof of tax exemption provided by Agency.

A.21. EVALUATION PROCESS: RPC determines how well Proposals meet the Responsiveness requirements. RPC will rank Proposals, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Respondents who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

RPC evaluates three categories of information: Responsiveness, Responsibility, and Price. RPC considers the information provided and the quality of that information when evaluating Proposals. If RPC finds a failure or deficiency, RPC may reject the Proposal or reflect the failure or deficiency in the evaluation.

A.21.1. RESPONSIVENESS: A Responsive Respondent is one who submits a Proposal that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.21.1.1. Subcontractor Disclosure: If the Proposal includes any subcontractors, then Respondent shall complete the Subcontractor Disclosure form.

A.21.1.2. References: If references are required, then Respondent shall ~~complete and return the References form~~ supply required references.

A.21.1.3. RPC will determine whether the Proposal meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet RPC's needs may be accepted or corrections allowed. If no Respondent meets a particular requirement, RPC may waive that requirement.

A.21.1.4. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.5. RPC will determine whether the Proposal complied with the instructions for submitting Proposals. Except for late submissions, and other requirements that by law must be part of the submission, RPC may require that a Respondent correct deficiencies as a condition of further evaluation.

A.21.2. RESPONSIBILITY: A responsible Respondent is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. RPC determines whether the Respondent is a "responsible" Respondent; a Respondent with whom RPC can or should do business. For example, RPC may consider the following:

A.21.2.1. A "prohibited bidder" includes any person assisting an employee of RPC by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of RPC means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a contract. No such person or business shall submit specifications to an agency unless requested to do so by RPC. No person or business that contracts with the agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or a Proposal from supplying developing technology, goods or services after providing RPC with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to RPC represents industry trends and innovation and is not specifically designed to meet RPC's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or Proposal or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of RPC for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.21.2.2. Other factors that RPC may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Proposal), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Respondent's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Respondents must at all times have financial resources sufficient, in the opinion of RPC, to ensure performance of the contract and must provide proof upon request. RPC may require a performance bond if, in the opinion of RPC, it ensures performance of the contract. RPC may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.21.2.4. RPC may require that a Respondent correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** RPC identifies the lowest priced Proposal that meets the responsibility and responsiveness requirements, viz., which proposal provides the smartest budget, accounting for projected development costs, carrying out the SOW to meet RPC's specifications, and potential ownership or royalty arrangements.

A.22. DISCLOSURES

- In compliance with State and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, RPC does not discriminate in employment, contracts, or any other activity.
- RPC encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

B. SELECTION OF VENDOR

- B.1. RPC may award to the most responsive and responsible Respondent whose Proposal best meets the below criteria.
- B.2. RPC determines how well Proposals meet the responsiveness requirements. RPC ranks Proposals, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Respondents who receive fewer than the minimum required points will not be considered for price evaluation and award.
- B.3. If RPC does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, RPC reserves the right to cancel the award and take appropriate action to meet the needs of RPC. RPC determines whether the price is fair and reasonable by considering the Proposal, including the Respondent's qualifications, the Respondent's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4. The chart below shows the elements of responsiveness and responsibility that RPC evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for responsiveness is 100.

B.4.2. Responsiveness Elements include:

Element	Maximum Points
References	20
Meets Requirements	20
Compliance with RFP Instructions	15
Conveys Availability of Necessary Skills for the Project	35
Requests for Preference	10
TOTAL	100

B.4.3. The total number of points for responsibility is 100.

B.4.4. Responsibility Elements include:

Element	Maximum Points
Qualifications for Project	40
Financial Soundness of Entity	30
Competitive Value of Financial Plan	30
TOTAL	100

- B.5. The total number of points for Price is 100. RPC will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Respondent's Price}) = \text{Total Price Points}$$
- B.6. The maximum number of points is 300 (Responsiveness + Responsibility + Price).
- B.7. **NEGOTIATION:** RPC will negotiate with all responsive Respondents. Additional negotiations, counter-offers and best and final offers may be necessary at any stage of the evaluation process.
- B.8. **SELECTION OF PREFERRED RESPONDENT:** RPC may select to engage in additional negotiations with the Respondent whose Response is Responsive and best meets the needs of the Solicitation. Respondents must be prepared for RPC to accept the Response as submitted, but negotiations may be deemed necessary or desirable, at RPC's sole option.
- B.9. **NOTICE OF AWARD:** Notice of the Response selected for award, will be posted (as a Notice of Award) and written notice may also be issued. Receipt or posting of a Notice of Award is not equivalent to a contract with RPC. Protested awards are subject to resolution of the protest.

REQUIRED DOCUMENTS CHECKLIST

The undersigned authorized representative of the identified Respondent hereby submits this Proposal to perform in full compliance with the subject solicitation. By completing and signing this form, the Respondent makes a Proposal to RPC that RPC may accept.

Respondent should use this form as a final check to ensure that all required documents are completed and included with the Proposal. Respondent must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Respondent understands that failure to meet all requirements is cause for disqualification.

B.10. SOLICITATION AND CONTRACT REVIEW: Respondent reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements.

Yes No

B.11. ADDENDA: Respondent acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Proposal.

Yes No N/A

B.12. PRE-SUBMISSION CONFERENCE: If attendance was mandatory, Respondent attended the Pre-Submission Conference.

Yes No N/A

B.13. PROPOSAL SUBMISSION: Respondent is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

B.14. BOND: If applicable, Respondent is submitting its Bid Bond or Performance Bond.

Yes No N/A

B.15. FILE 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

C.8.1 Respondent's Proposed Solution to Meet RPC's Requirements

Yes No

C.8.2 Milestones and Deliverables

Yes No

C.8.3 Respondent/Staff Specifications

Yes No

C.8.4 Transportation and Delivery Terms

Yes No N/A

C.8.5 Where Services Are to Be Performed

Yes No N/A

B.16. FILE 2 – PRICING

Yes No

B.17. FILE 3 – PROPOSAL

Yes No

C.10.1 Proposal

Yes No

C.10.2 Exceptions to Solicitation Contract Terms and Conditions

Yes No N/A

C.10.3 Supplemental Provisions

Yes No N/A

C.10.4 Subcontractor Disclosures

Yes No N/A

C.10.5 References

Yes No N/A

B.18. FILE 4 – REDACTED PROPOSAL

Yes No N/A

REQUESTS FOR PREFERENCE FORM

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois. Does Respondent make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies.

- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55). Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.
- Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35).
- Disabled Veterans (30 ILCS 500/45-57).
- Small Businesses (30 ILCS 500/45-45).
- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Gas Mileage (30 ILCS 500/45-40).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).

Additionally, Agency may give preference for:

- Fair Chance Hiring Practices
- State-Registered Vendor
- Certified BEP Vendor Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

Explanation of Preference Qualifications selected:

[Click here to enter text.](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Respondent's Name: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



c. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK FORM

Please either respond in the space below or in the following prescribed format

- C.1. GOAL:** _____
- C.2. SUPPLIES AND/OR SERVICES REQUIRED:** _____
- C.3. MILESTONES AND DELIVERABLES:** _____
- C.4. RESPONDENT / STAFF SPECIFICATIONS:** _____
- C.5. TRANSPORTATION AND DELIVERY TERMS:** _____
- C.6. RESPONDENT’S PROPOSED SOLUTION TO MEET RPC’S REQUIREMENTS:**

[Click here to enter text.](#)

C.7. SUBCONTRACTING

- D.1.1. Subcontractors are not allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary contract, including subleases from a lessee of a contract. If subcontractors are to be utilized, Respondent must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive.
- D.1.2. The Respondent shall notify RPC of any additional or substitute subcontractors hired during the term of the contract. If required, Respondent shall provide RPC a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.
- D.1.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Respondent and subcontractor(s).

C.8. WHERE SERVICES ARE TO BE PERFORMED

- C.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Respondent performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by RPC as a breach of the contract by Respondent.
- C.8.2. Respondent shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Respondent received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Respondent shifts any such work outside the United States.
- C.8.3. Location where services will be performed: [Click here to enter text.](#)
- C.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

Include this form and related attachments in File 1

D. PRICING FORM

D.1. FORMAT OF PRICING:

D.1.1. Respondent shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Respondent's price Proposal shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Respondent's entire Proposal non-responsive and ineligible for award.

D.1.2. Pricing shall be submitted in the following format:

- **Project Budget for each Phase**
- **Most Recent Annual Financial Report**

D.2. **TYPE OF PRICING:** Indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is [Choose an item](#).

D.3. **EXPENSES ALLOWED:** Expenses are not allowed as follows: [n/a](#)

D.4. **DISCOUNT:** RPC may receive a [Click here to enter text](#). % discount for payment within [Click here to enter text](#). days of receipt of correct invoice. This discount will not be a factor in making the award.

D.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof RPC is subject to the tax. If necessary, Respondent may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

D.6. **RESPONDENT'S PRICING PROPOSAL:** Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

D.6.1. Respondent's Price for the Initial Term: [Click here to enter text](#).

D.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

D.6.2.1. Agency Method for Determining Renewal: [Performance Review](#)

D.6.2.2. Respondent's Price for Renewal(s): [Click here to enter text](#).

Include this form Part E and related attachments in File 2

E. ACKNOWLEDGEMENT OF TERMS

- E.1. TERM OF THIS CONTRACT:** This contract has an initial term of 12 months. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
- E.1.1. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted in writing by the Agency.
- E.1.2. In no event will the total term of this contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
- E.2. RENEWAL:** Subject to the maximum total term identified above, RPC may offer the option to renew for the following term(s): 12 months
- E.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
- E.2.2. Any renewal of this contract is subject to the same terms and conditions as those which apply to the initial term of this contract, unless otherwise provided in the pricing section. RPC may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of RPC. This contract may neither renew automatically nor renew solely at the Vendor's option.
- E.3. TERMINATION FOR CAUSE:** RPC may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) RPC determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified RPC that it is unable or unwilling to perform this contract.
- E.3.1. If Vendor fails to perform any material requirement of this contract to RPC's satisfaction, it is in violation of a material provision of this contract. If RPC determines that the Vendor lacks the financial resources to perform the contract, then RPC shall provide written notice to the Vendor to cure the problem identified within the period of time specified in RPC's written notice. If not cured by that date RPC may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.
- E.3.2. For termination due to any of the causes contained in this Section, RPC retains its rights to seek any available legal or equitable remedies and damages.
- E.4. TERMINATION FOR CONVENIENCE:** RPC may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- E.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- E.5. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. RPC, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F. PAYMENT TERMS AND CONDITIONS

- F.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State of Illinois Prompt Payment Act and rules when applicable. Payment terms contained in Vendor's invoices shall have no force or effect.
- F.2. EXPENSES:** Prior to the execution of this contract by the Parties, even if the effective date of this contract is prior to execution, RPC will not pay for supplies provided or services rendered, including related expenses, incurred.
- F.3. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to RPC upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing wage requirements.
- F.4. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- F.5. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any calendar year must be submitted to RPC no later than July 10 of that calendar year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims.
- F.5.1. Vendor shall not bill for any taxes unless accompanied by proof that RPC is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.
- F.5.2. Vendor shall invoice at the completion of this contract. Exceptions to this term are allowed when, as identified in the SA, invoicing is tied to milestones, deliverables, or other invoicing requirements agreed to therein.

G. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of RPC.

H. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from RPC. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, RPC Purchasing Officer or the Chief Procurement Officer of the

names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

- I. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to RPC pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of RPC for the recovery of any funds paid by RPC under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- J. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by RPC.
- K. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- L. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- M. **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from RPC or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- N. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws. RPC does not waive its right to sole and exclusive ownership for all such work, unless otherwise agreed in writing. Vendor acknowledges RPC may use the work product for any purpose.

Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

- O. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless RPC, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- P. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming RPC as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to RPC. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- Q. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with RPC. All payments by RPC shall be made on that basis.
- R. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by RPC during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit RPC employees to perform any work under this contract.
- S. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- T. BACKGROUND CHECK:** Whenever RPC deems it reasonably necessary for security reasons, RPC may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of RPC, does not pass the background checks.
- U. APPLICABLE LAW:**
- U.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of RPC.
- U.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ADM. CODE 750.
- U.3. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- V. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to RPC all of Vendor's rights, title and interest in and to the claim or cause of action.

- W. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of RPC shall be the only entity responsible for performance and payment under this contract. When an Agency representative signs, they do so as approving officer and shall have no liability to Vendor.
- X. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business or any member of the unitary business group is an expatriated entity.
- Y. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- Z. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between RPC's and the Vendor's terms, conditions and attachments, RPC's terms, conditions, and attachments shall prevail.
- AA. PERFORMANCE RECORD/SUSPENSION:** Upon request of RPC, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. RPC may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with RPC for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- BB. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to RPC are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- CC. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by RPC and performed in a manner that does not interfere with RPC and its personnel.
- DD. WARRANTIES FOR SUPPLIES AND SERVICES**
- DD.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by RPC or furnished by the Vendor and agreed to by RPC, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse RPC for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- DD.2.** Vendor shall ensure that all manufacturers' warranties are transferred to RPC and shall provide to RPC copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive RPC's payment, acceptance, inspection, or failure to inspect the supplies.
- DD.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the

performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

EE. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify RPC of any event that may have a material impact on Vendor’s ability to perform this contract.

FF. EXCEPTIONS AND PROVISIONS. [Click here to enter text.](#) agrees with the terms and conditions set forth in RPC Request for Proposal (RFP _____ : _____), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions.

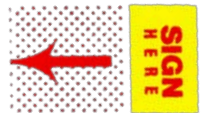
Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Respondent’s exceptions accepted by RPC thereto as set forth below.	
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL RESPONDENT PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

By: [Click here to enter text.](#)

Signed: _____

Position: [Click here to enter text.](#)

Date: [Click here to enter text.](#)



2 **DISCLOSURE OF SUBCONTRACTS**

3 **F.1.** If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized or No if
4 subcontractors will not be utilized. Yes No

5 A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or
6 more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the
7 person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms
8 of consideration that are the subject of the primary State contract, including subleases from a lessee of a State
9 contract. All contracts with subcontractors must include Standard Certifications completed and signed by the
10 subcontractor.

11 **F.2.** The maximum percentage of the goods or services that are the subject of this Proposal and the resulting contract
12 that may be subcontracted is \$_____.

13 **F.3.** If applicable, identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the
14 performance of the contract, the names and addresses of the subcontractors, and a description of the work to be
15 performed by each.

- 16 • Subcontractor Name: [Click here to enter text.](#)
- 17 Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)
- 18 Address: [Click here to enter text.](#)
- 19 Description of Work: [Click here to enter text.](#)

20 **If additional space is necessary to provide subcontractor information, please attach an additional page.**

21 **F.4.** For the subcontractors identified above, the Respondent must provide each subcontractor’s Financial Disclosures
22 and Conflicts of Interest to RPC as these are incorporated as a material term of the contract.

23 **F.5.** [As applies to the Respondent, P](#)provide references from established firms or government agencies ([Click here to](#)
24 [enter text.](#)) other than the procuring agency that can attest to Respondent’s experience and ability to perform the
25 contract that is the subject of this solicitation.

- 26 Firm/Government Agency (name): [Click here to enter text.](#)
- 27 Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
- 28 Date of Supplies/Services Provided: [Click here to enter text.](#)
- 29 Type of Supplies/Services Provided: [Click here to enter text.](#)

30
31 Respondent Name: [Click here to enter text.](#)
32 Return Mailing Address: [Click here to enter text.](#)
33 Email Address:
34

35 **Include this section and related attachments in File 3**