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## REQUEST FOR PROPOSAL

RFP 20211109-01 Joint Procurement for Electric Vehicle Service

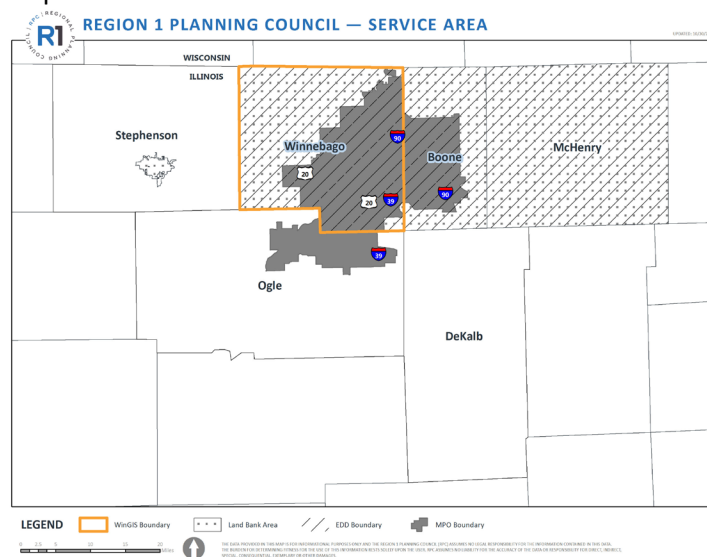
Issue Date: 11/9/2021; Revised [11/23/2021](#)

### 3 INTRODUCTION

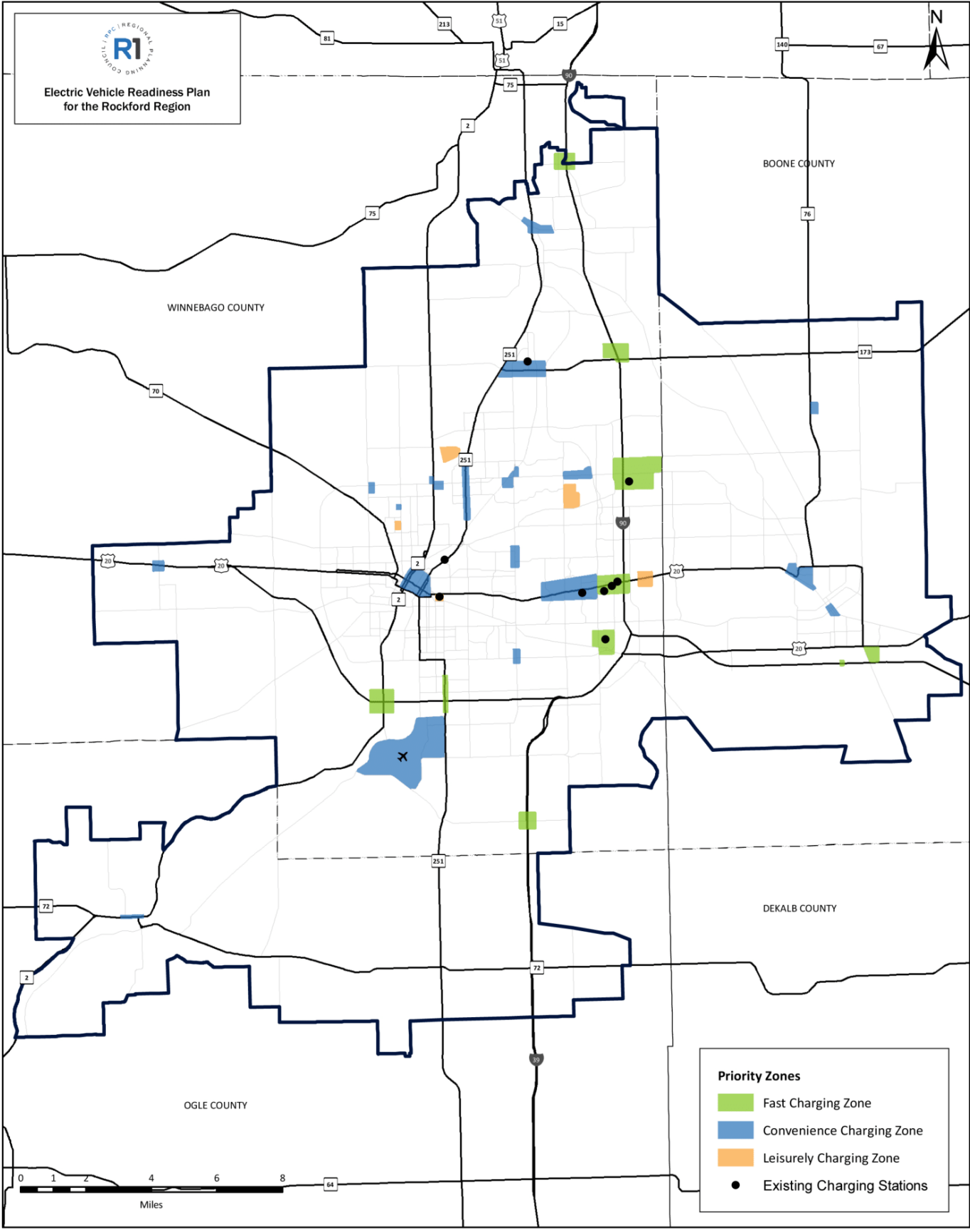
4 Region 1 Planning Council (RPC) (also referred to as “Agency,”) requests a response from all qualified and responsible  
 5 Respondents for implementing an electric vehicle charging available to the public to provide a needed electric charging  
 6 network for a five-county area (Winnebago, Boone, McHenry, Ogle, and Stephenson). This effort supports the adoption of  
 7 electric car sales and offers RPC consumers and businesses the ability to charge publicly. The objective is for the Northern  
 8 Illinois region local economy to attract progressive business, new residents, save fossil fuels and entice job growth. The  
 9 municipalities within the region will own and operate each location with an agreement to share all data information with the  
 10 RPC. Target goals by the RPC is to have the cost to the consumer be equal to gas at \$3.00 per gallon of gas for 40 miles of  
 11 charging, bring awareness, consistency, and long-term service to the Northern Illinois community. We invite vendors to  
 12 submit a response with their qualifications for consideration. Proposal is for procurement of 200-700 EV Charging units  
 13 to be installed individually by municipalities and commercial business within a three-year time period.

14 Responses will be evaluated by an internal steering committee to determine if it has the required knowledge, expertise,  
 15 and experience to fulfill requirements. The Agency may, but is not required to, proceed with negotiations to determine  
 16 the budget, scope, and deliverables.

17 Responses that do not adhere to the requirements herein may not be considered. Please read the entire solicitation  
 18 package and submit a Response in accordance with the instructions. All forms and signature areas contained in the  
 19 solicitation package must be completed in full.



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## SCOPE OF WORK

1. **RESPONDENT QUALIFICATIONS.** The responder must have significant knowledge, expertise, and experience with the following:

- Site planning, implementation, and maintenance of EV charging installations for public agencies and commercial business; and
- Staffing expertise and capacity to implement the desired improvements.

2. **SPECIFIC REQUIREMENTS.** The following are services and equipment to be provided, resource requirements, etc., at a *minimum*:

- A proposal that includes the following (minimum):
  - Level II, dual port pedestal J1772 charging station with cord management to multiple municipality locations. Vendors are request to propose charging packages for preferred 30 and 50 amp units. Exact locations and quantity to be determined by municipality;
  - Innovative advantages of their software and their competitive advantages to market competition. Vendor should provide metrics to monitor charger 24/7 functionality and report regionally to other government sources for EV benchmarking;
  - Propose several packages of electric vehicle charging infrastructure;
  - Propose “total cost to customer per 40 mile of charging” assuming 2 -4 hours of charging. Also propose “total annual cost per charging head” to owner for total cost of EV implantation evaluation;
  - Propose their vision of offering a format and branding that achieves “ease of use” that includes universal point of sale transactions;
  - Propose a long-term plan and cost for operations and maintenance for a period of 5 and 10 years. Vendors are requested to explain their 24/7 customer support telephone program;
  - Vendor is requested to propose revenue generating opportunities to “tastefully” offer partnership by offering regional and local advertising to help owner offset long-term capital cost or generate maintenance funds for municipalities;
  - Vendors are requested to propose installation standards, code requirements, cord management, and cost of installation via pre-approved vendors or details guidelines to share with a local electrical contractor by prevailing wage; installation is not part of the proposal.
  - High quality and visual attractive materials that are weatherproof, including resistance to rain and wind with NEMA 3R or NEMA4 weather rating;
  - Security design such as tamper-resistant screws, anti-vandalism hardware, locked enclosure, and graffiti-resistant coating;
  - Equipment certified and compliant with all local, state, and federal regulations/ requirements. NEMA-3R or NEMA-4 weather rating, and Unit shall be UL or ETL certified;
  - Fully networked to allow for the management of charging operations including operation status, pricing, power distribution, and charging notifications;
  - Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a “secure system”;
  - Web-based station location and real-time availability;

- Screen displays that are user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight, night, and in below zero temperatures;
- ~~24/7 customer service phone support for drivers;~~
- Must be capable of usage data collection;
- Capable of 6.2 KW or greater; and
- Accessible to all members of the public, with no membership to a specific network required to access.

**Optional.** While not required, vendors are encouraged to propose to an alternative request. It is not a disqualification if not satisfied, but as an option.

- RPC request vendor to propose a Level 3 fast charge solutions for Region 1 travel corridors (as shown on map). These locations are on or near major cross-country corridors and major destinations within the 5 county region. Owner will consider both wall and pedestal chargers at 25KW h to 360 KWh branding and user interface software is preferred to be similar to Level 2 charger package. Switchgear and transformers are to be site specific and part of the installation cost.
- Description of customer service(s) provided, if any;
- Provide security lighting on or adjacent to the station; and/or
- Energy Star certified, if applicable.

**Example Formats for proposed installation.** Vendor shall propose installation recommendations for the following scenarios as it relates to access, power access, and physical needs or restriction:

1. Public outdoor lots,
2. Public indoor parking lots (Public and Private),
3. Outdoor Commercial business parking,
4. Indoor Commercial business parking, and
5. Street parking pole charging units strapped to a streetlight or integrated into a concrete replacement pole.

**3. RESPONDENT PERFORMANCE.** The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner as shall be judged and determined by RPC-designated staff.

## QUALIFICATIONS

*Your response should clearly identify the following information, preferably in the prescribed outline provided.*

### 1. CONTACT INFORMATION:

Vendor Name (dba and legal if different)

- Description of current business
- Years in operation
- Number of staff
- Contact name
- Office Phone
- Mobile Phone
- Business Email

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**2. WHERE SERVICES ARE TO BE PERFORMED**

- a. Location where services will be performed
- b. Percentage of contract of services performed at this location

**3. QUALIFICATIONS**

Respondent should provide information establishing its qualifications to perform the services requested, including those listed in the Scope of Work. Please provide qualifications of staff relevant to the delivery of services requested.

**4. REFERENCES:** Respondent must provide references from:

- three (3) established private firms, and
- three (3) government agencies,

other than the procuring Agency, who can attest to Respondent’s experience and ability to perform services subject to this solicitation. Respondent must provide the name, contact information, and a description of the services provided.

**STATEMENT OF WORK**

*Your response should clearly identify the following information, preferably in the prescribed outline provided.*

- 1. STATEMENT OF WORK.** Proposal describing the Respondent’s solution to meet the requirements of the solicitation. Address the Specific Requirements in the Scope of Work, identify milestones and deliverables.

**PRICING PROPOSAL**

**1. FORMAT OF PRICING:**

- a. 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. Pricing will be based on the terms and conditions set forth in this solicitation.
- b. Pricing shall be submitted in the following format:
  - Project budget for each “package”
  - Most Recent Annual Financial Report

- 2. OTHER DETAILS:** Indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation, invoice discounts offered, expense reimbursements requested. Terms and discounts for piggyback or joint procurement.

**INSTRUCTIONS FOR SUBMITTING RESPONSE**

- 1. 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 Response 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](mailto:jhalsted@r1planning.org)



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**2. 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, November 9, 2021
2.	Pre-submission Teleconference <i>(optional)</i>	n/a
3.	Pre-submission Questions Accepted	November 10-22, 2021
4.	Questions and Answers Posted	<del>Wednesday, November 24, 2021</del> <a href="#">Tuesday, November 23, 2021</a>
5.	Proposals Due and Opened	<del>Wednesday, November 24, 2021</del> <a href="#">Wed, December 1, 2021, 9:00 am</a>
6.	Responsiveness Determination	<del>Wednesday, December 1, 2021</del> <a href="#">Mon, December 6, 2021</a>
7.	Negotiation with Responsive and Responsible Respondents	<del>December 1-16, 2021</del> <a href="#">December 6-22, 2021</a>
8.	Selection of Preferred Response	<del>Friday, December 17, 2021</del> <a href="#">Wed, Dec 22, 2021</a>
9.	Additional Negotiation <i>(if necessary)</i>	<del>December 17-29, 2021</del> <a href="#">December 22, 2021 – January 14, 2022</a>
10.	Notice of Award	<del>Monday, January 3, 2022</del> <a href="#">Fri, January 14, 2022</a>

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**3. 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.

**4. 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.

**5. SUBMISSION OF RESPONSE:** Response must be received by the Due Date and Time specified herein by electronic bid response submitted through DemandStar.com. Responses will be downloaded at the time of response opening.

**6. ORGANIZATION.** Submissions are to be labeled as follows:

File	Contents
1	a) Qualifications b) Statement of Work c) Acknowledgement of Terms <i>And, if applicable:</i> d) Request for Preference form e) Supplemental Materials



	f) Redacted Materials
2	a) Pricing ( <i>must be separate from all other materials</i> )

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**7. EVALUATION:** RPC determines how well Responses 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.

**8. 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. 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.
- b. 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.
- c. 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 to correct deficiencies as a condition of further evaluation.

**9. 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. 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.
- b. 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.



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- c. 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.
  - d. 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.
  - e. RPC may require that a Respondent correct any deficiencies as a condition of further evaluation.
- 10. 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 statement of work to meet RPC’s specifications, and potential ownership, royalty arrangements, or other value added offerings.



## ACKNOWLEDGEMENT OF TERMS

Attached this form to your response.

1. **PUBLICATION:** 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](http://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. Use of DemandStar to submit a response is voluntary. RPC continues to accept responses outside 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.
2. **TERM OF CONTRACT:** The prospective 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.
  - a. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted in writing by the Agency.
  - b. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
  - c. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial term of the contract, unless otherwise provided in the pricing section. RPC may renew the 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. The contract may neither renew automatically nor renew solely at the Vendor's option.
3. **TERMINATION FOR CAUSE:** RPC may terminate the 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 the contract.
  - a. If Vendor fails to perform any material requirement of the contract to RPC's satisfaction, it is in violation of a material provision of the 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 the contract without additional written notice or (b) enforce the terms and conditions of the contract.
  - b. 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.
4. **TERMINATION FOR CONVENIENCE:** RPC may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate the contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with the contract up to and including the date of termination.
5. **AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. RPC, at its sole option, may terminate or suspend the 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 funding governmental entity decreases the Agency's funding by reserving some or all of the Agency's appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable

266 based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of  
267 appropriation or of a reduction or decrease.

268 **6. PAYMENT TERMS AND CONDITIONS**

- 269 a. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State of Illinois  
270 Prompt Payment Act and rules when applicable. Payment terms contained in Vendor's invoices shall have no  
271 force or effect.
- 272 b. **EXPENSES:** Prior to the execution of a contract by the Parties, even if the effective date of the contract is prior  
273 to execution, RPC will not pay for supplies provided or services rendered, including related expenses, incurred.
- 274 c. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract,  
275 (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors  
276 according to the terms of their respective contracts, and (iv) provide lien waivers to RPC upon request.  
277 Examples of prevailing wage categories include public works, printing, janitorial, window washing, building  
278 and grounds services, site technician services, natural resource services, security guard and food services. The  
279 prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official  
280 website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is  
281 responsible for contacting DOL at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to  
282 ensure understanding of prevailing wage requirements.
- 283 d. **FEDERAL FUNDING:** The contract may be partially or totally funded with Federal funds. If Federal funds are  
284 expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal  
285 funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 286 e. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all  
287 requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract.  
288 Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any calendar  
289 year must be submitted to RPC no later than July 10 of that calendar year; otherwise Vendor may be required  
290 to seek payment through the Illinois Court of Claims.
- 291 f. Vendor shall not bill for any taxes unless accompanied by proof that RPC is subject to the tax. If necessary,  
292 Vendor may request the applicable Agency's tax exemption information.
- 293 g. Vendor shall invoice at the completion of the contract. Exceptions to this term are allowed when, as identified  
294 in the contract, invoicing is tied to milestones, deliverables, or other invoicing requirements agreed to therein.
- 295 **7. ASSIGNMENT:** The contract may not be assigned or transferred in whole or in part by Vendor without the prior  
296 written consent of RPC.

297 **8. SUBCONTRACTING**

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

c. ~~Any subcontracts entered into prior to award of the contract are done at the sole risk of the Respondent and subcontractor(s).~~

~~For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of the 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 the 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 the contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of the contract. All subcontracts must include the same certifications that Vendor must make as a condition of the 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.~~

**9. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract and any subcontract necessary to support amounts charged to RPC pursuant the 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 the 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 the 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.

**10. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of the contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by RPC.

**11. 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.

**12. 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 the contract without penalty if performance does not resume within thirty (30) days after the declaration.

**13. CONFIDENTIAL INFORMATION:** 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. Each Party to the 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 the contract. Vendor shall presume all information received from RPC or to which it gains access pursuant to the

351 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure  
352 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,  
353 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by  
354 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.  
355 The receiving Party must return any and all data collected, maintained, created or used in the course of the  
356 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at  
357 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing  
358 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to  
359 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any  
360 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach  
361 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party  
362 without the use or benefit of the disclosing Party's confidential information.

363 **14. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the contract, whether written  
364 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all  
365 intellectual property and other laws. RPC does/does not waives its right to sole and exclusive ownership for all  
366 such work, unless otherwise agreed in writing. Vendor acknowledges RPC may use the work product for any  
367 purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions  
368 of the contract.

369 **15. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless RPC, its agencies, officers,  
370 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,  
371 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)  
372 any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or  
373 agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or  
374 any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act,  
375 activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual  
376 or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise  
377 violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither  
378 Party shall be liable for incidental, special, consequential, or punitive damages.

379 **16. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or extensions, maintain  
380 and provide a Certificate of Insurance naming RPC as an additional insured for all required bonds and insurance.  
381 Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to RPC.  
382 Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence  
383 (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability,  
384 including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the  
385 amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law.  
386 Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

387 **17. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or  
388 joint venturer with RPC. All payments by RPC shall be made on that basis.

389 **18. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by RPC during the term of the  
390 contract to perform any work under the contract. Vendor shall give notice immediately to the Agency's director if  
391 Vendor solicits or intends to solicit RPC employees to perform any work under the contract.

392 **19. BACKGROUND CHECK:** Whenever RPC deems it reasonably necessary for security reasons, RPC may conduct, at  
393 its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or

394 agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of RPC, does not  
395 pass the background checks.

396 **20. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal,  
397 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit  
398 requirements in the performance of the contract. Vendor shall be in compliance with applicable tax requirements  
399 and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions  
400 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with  
401 and is subject to the laws and rules of RPC.

402 **21. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by  
403 reference. 44 ADM. CODE 750.

404 **22. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.

405 **23. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or  
406 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney  
407 General, Vendor shall assign to RPC all of Vendor's rights, title and interest in and to the claim or cause of action.

408 **24. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of RPC shall be the only entity  
409 responsible for performance and payment under the contract. When an Agency representative signs, they do so  
410 as approving officer and shall have no liability to Vendor.

411 **25. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as  
412 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business  
413 or any member of the unitary business group is an expatriated entity.

414 **26. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail  
415 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall  
416 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via  
417 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.  
418 Notices shall be sent to the individuals who signed the contract using the contact information following the  
419 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving  
420 notice, either Party may change its contact information.

421 **27. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by  
422 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or  
423 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to  
424 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive  
425 termination. In the event of a conflict between RPC's and the Vendor's terms, conditions and attachments, RPC's  
426 terms, conditions, and attachments shall prevail.

427 **28. PERFORMANCE RECORD/SUSPENSION:** Upon request of RPC, Vendor shall meet to discuss performance or  
428 provide contract performance updates to help ensure proper performance of the contract. RPC may consider  
429 Vendor's performance under the contract and compliance with law and rule to determine whether to continue  
430 the contract, whether to suspend Vendor from doing future business with RPC for a specified period of time, or  
431 whether Vendor can be considered responsible on specific future contract opportunities.

432 **29. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or  
433 required to be provided to RPC are subject to the Illinois Freedom of Information Act notwithstanding any  
434 provision to the contrary that may be found in the contract. 5 ILCS 140.

435 **30. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by RPC  
436 and performed in a manner that does not interfere with RPC and its personnel.



437 **31. WARRANTIES FOR SUPPLIES AND SERVICES**

- 438 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,  
 439 specifications, drawings, samples or descriptions furnished by RPC or furnished by the Vendor and agreed to  
 440 by RPC, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good  
 441 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in  
 442 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and  
 443 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good  
 444 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other  
 445 intellectual property rights of any third party. Vendor agrees to reimburse RPC for any losses, costs, damages  
 446 or expenses, including without limitation, reasonable attorneys’ fees and expenses arising from failure of the  
 447 supplies to meet such warranties.
- 448 b. Vendor shall ensure that all manufacturers’ warranties are transferred to RPC and shall provide to RPC copies  
 449 of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,  
 450 and shall survive RPC’s payment, acceptance, inspection, or failure to inspect the supplies.
- 451 c. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient  
 452 and effective manner by trained and competent personnel. Vendor shall monitor the performance of each  
 453 individual and shall immediately reassign any individual who does not perform in accordance with the  
 454 contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract  
 455 or State policies.

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

458 **33. EXCEPTIONS AND PROVISIONS.** Exceptions (*if applicable*) must be provided on the Acceptance of Terms form or  
 459 must be in a substantially similar format. RPC discourages taking exceptions. State law shall not be circumvented  
 460 by the exception process. Exceptions may result in rejection of the Proposal. Additional terms and conditions to  
 461 contracting may be submitted Supplemental Provisions.

462 Respondent agrees with the terms and conditions set forth in RPC Request for Proposal, including the standard  
 463 terms and conditions, provisions, certifications, and disclosures, with the following exceptions (if any). Requested  
 464 modifications to terms, conditions, or provisions here: \_\_\_\_\_  
 465 \_\_\_\_\_

466 *Reference the line number and state the modification such as “add,” “replace,” or “delete.”*

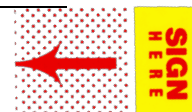
467 Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties  
 468 and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation,  
 469 resulting contract, and Respondent’s exceptions accepted by RPC thereto as set forth here

470 Signature of Authorized Representative: \_\_\_\_\_

471 Printed Name of Signatory: \_\_\_\_\_

472 Position: \_\_\_\_\_

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



474 **Required: attach to submission**

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

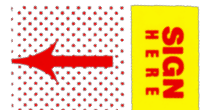
Explanation of Preference Qualifications selected: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

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



**If applicable: include this form and related attachments**

517 **DISCLOSURE OF SUBCONTRACTS**

518 ~~1. If subcontracting is allowed by the Agency (see D.7.), then check Yes if subcontractors will be utilized or No if~~  
519 ~~subcontractors will not be utilized.  Yes  No~~

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

526 ~~2. The maximum percentage of the goods or services that are the subject of this Proposal and the resulting contract~~  
527 ~~that may be subcontracted is \$\_\_\_\_\_.~~

528 ~~3. If applicable, identify below subcontractors with an annual value of \$50,000 or more that will be utilized in the~~  
529 ~~performance of the contract, the names and addresses of the subcontractors, and a description of the work to be~~  
530 ~~performed by each.~~

- 531 ~~• Subcontractor Name: \_\_\_\_\_~~
- 532 ~~\_\_\_\_\_ Anticipated/Estimated Amount to Be Paid: \_\_\_\_\_~~
- 533 ~~\_\_\_\_\_ Address: \_\_\_\_\_~~
- 534 ~~\_\_\_\_\_ Description of Work: \_\_\_\_\_~~

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

536 ~~4. For the subcontractors identified above, the Respondent must provide each subcontractor's Financial Disclosures~~  
537 ~~and Conflicts of Interest to RPC as these are incorporated as a material term of the contract.~~

538 ~~5. Provide references from established firms or government agencies ( \_\_\_\_\_ ) other than the~~  
539 ~~procuring agency that can attest to Respondent's experience and ability to perform the contract that is the subject~~  
540 ~~of this solicitation.~~

- 541 ~~Firm/Government Agency (name): \_\_\_\_\_~~
- 542 ~~Contact Person (name, email address, address, and phone): \_\_\_\_\_~~
- 543 ~~Date of Supplies/Services Provided: \_\_\_\_\_~~
- 544 ~~Type of Supplies/Services Provided: \_\_\_\_\_~~

545 Respondent Name: \_\_\_\_\_

546 Return Mailing Address: \_\_\_\_\_

547 Email Address: \_\_\_\_\_

548 **If applicable: include this section and related attachments in File**

