



## REQUEST FOR PROPOSAL

RFP 202202: Regional Freight Rail Site Feasibility Study Update

Issue Date: 2/8/2022

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### INTRODUCTION

Region 1 Planning Council (**RPC**) (also referred to as “Agency,”) requests a response from all qualified and responsible Respondents for a Regional Freight Rail Site Feasibility Study Update. The recently adopted 2050 Metropolitan Transportation Plan (MTP) places a large emphasis on the efficient movement of goods and services to, from, and within the region, as over 40 percent of the region’s population is employed in freight-dependent industries and 54 percent of the region’s gross domestic product is derived from freight-dependent industries. A direct result of the 2050 MTP’s focus on freight resulted in the RPC receiving Illinois Department of Transportation’s State Planning and Research funds to conduct a comprehensive update to the 2008 Freight Study. Initial work on this study, has highlighted a need to re-examine the feasibility of a rail-served industrial park in Southern Winnebago County with efficient access to major transportation networks and facilities, such as the Chicago Rockford International Airport, the interchanges of Interstate 90/Baxter Road and US-20/IL-2, and the proposed rail-to-truck intermodal facility in Rochelle.

This RFP is seeking a consulting firm to assist RPC in reviewing the 2015 Feasibility Study (which can be accessed at <https://tinyurl.com/2p86c8e2>) to assess existing transportation/utility infrastructure, necessary infrastructure improvements, and conceptual siting designs of a proposed industrial in Southern Winnebago County. The study must include updated cost estimates for infrastructure improvements needed at the site. We invite vendors to submit a response with their qualifications for consideration.

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

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

### SCOPE OF WORK

- 1. RESPONDENT QUALIFICATIONS.** The responder must have significant knowledge, expertise, and experience working on site feasibility studies, railroad infrastructure, roadway infrastructure, other utility infrastructure, and conceptual design of industrial and commercial facilities. We are looking for experience in the Rockford Region and Northern Illinois.
- 2. SPECIFIC REQUIREMENTS.** The following are services and equipment to be provided, resource requirements, etc., at a *minimum*:



- The development of a comprehensive site feasibility study that addresses infrastructure needs and requirements at the proposed site as well as on adjacent roadways and right-of-ways.
  - A site feasibility study that includes the following (minimum):
    - Introduction consisting of background information, purpose, regional context, study area, etc.;
    - Site topography and floodplain information;
    - Soils information;
    - Environmental conditions;
    - Utility infrastructure information, including, but not limited to: sanitary sewer, public water, storm sewer, electrical service, gas service, and broadband service;
    - Other Telecommunications;
    - Transportation Infrastructure Information, including: roadway infrastructure, railroad infrastructure, airport infrastructure, and inland and sea port;
    - Zoning and Land Use;
    - Regional Work Force and History;
    - Site Development Potential; and
    - Preliminary Cost Estimates.
  - When developing the site feasibility study, the Respondent must possess all necessary equipment and resources to perform the services requested.
  - Additionally, RPC strongly encourages the Respondent to review key land use, environmental, and transportation documents on the RPC website prior to application submission.
- 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

**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 phase, and
  - 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.

## 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)

### 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	February 7, 2022
2.	Pre-submission Teleconference ( <i>optional</i> )	n/a
3.	Pre-submission Questions Accepted	February 7-February 17, 2022
4.	Questions and Answers Posted	February 21, 2022
5.	Proposals Due and Opened	March 11, 2022, 9:00 am
6.	Responsiveness Determination	March 15, 2022

7.	Negotiation with Responsive and Responsible Respondents	March 15 – April 1, 2022
8.	Selection of Preferred Response	April 4, 2022
9.	Additional Negotiation ( <i>if necessary</i> )	April 1 –April 11, 2022
10.	Notice of Award	April 11, 2022

**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 <u>And, if applicable:</u> d) Request for Preference form e) Supplemental Materials f) Redacted Materials
2	a) Pricing ( <i>must be separate from all other materials</i> )

**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 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.
  - 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

*Attach 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 4 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

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

## 6. PAYMENT TERMS AND CONDITIONS

- a. **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.
- b. **EXPENSES:** Prior to the execution of a contract by the Parties, even if the effective date of the contract is prior to execution, RPC will not pay for supplies provided or services rendered, including related expenses, incurred.
- c. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the 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.
- d. **FEDERAL FUNDING:** The 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.
- e. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the 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. 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 tax exemption information.
- g. Vendor shall invoice at the completion of the contract. Exceptions to this term are allowed when, as identified in the contract, invoicing is tied to milestones, deliverables, or other invoicing requirements agreed to therein.

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

## 8. SUBCONTRACTING

- a. Subcontractors are 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.
- b. 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.



- 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



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 the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the 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.

- 14. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the 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/does not waives 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 the contract.
- 15. 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 the 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.
- 16. INSURANCE:** Vendor shall, at all times during the term of the 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.
- 17. 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.
- 18. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by RPC during the term of the contract to perform any work under the 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 the contract.
- 19. 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.

20. **APPLICABLE 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 the 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 the contract. Furthermore, the contract shall be construed in accordance with and is subject to the laws and rules of RPC.
21. **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ADM. CODE 750.
22. **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
23. **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 the 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.
24. **CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of RPC shall be the only entity responsible for performance and payment under the contract. When an Agency representative signs, they do so as approving officer and shall have no liability to Vendor.
25. **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.
26. **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 the 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.
27. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of the 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.
28. **PERFORMANCE RECORD/SUSPENSION:** Upon request of RPC, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. RPC may consider Vendor's performance under the contract and compliance with law and rule to determine whether to continue the 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.
29. **FREEDOM OF INFORMATION ACT:** The 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 the contract. 5 ILCS 140.
30. **SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by RPC and performed in a manner that does not interfere with RPC and its personnel.

**31. WARRANTIES FOR SUPPLIES AND SERVICES**

- a. Vendor warrants that the supplies furnished under the 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.
- b. 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.
- c. Vendor warrants that all services will be performed to meet the requirements of the 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 the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**32. 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 the contract.

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

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

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

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 here

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

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

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

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



**Required: attach to submission**

## 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.

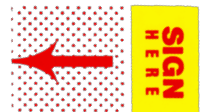
Explanation of Preference Qualifications selected: \_\_\_\_\_

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

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

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

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



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

## DISCLOSURE OF SUBCONTRACTS

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

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 State contract, including subleases from a lessee of a State contract. All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

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

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

- Subcontractor Name: \_\_\_\_\_  
Anticipated/Estimated Amount to Be Paid: \_\_\_\_\_  
Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

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

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

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

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

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

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

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

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