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REQUEST FOR QUALIFICATIONS

RFQ 20210114: Web-Based Custom Sales Solution

Issue Date: 1/14/2021

3 Region 1 Planning Council (**RPC**) (also referred to as “Agency,”) requests a response from all qualified and responsible
4 Respondents that satisfy the requirements provided below. RPC appreciates and welcomes a Response from those
5 interested and able to meet these requirements.

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7 **BRIEF DESCRIPTION**

8 RPC is seeking a vendor for the purposes of developing a web-based, custom sales solution. We invite vendors to submit
9 a response with their qualifications for consideration.

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11 Respondents shall be evaluated by an internal steering committee to determine if it has the required knowledge,
12 expertise, and experience to fulfill the project requirements requested. After finalists are selected, contract execution
13 with the Agency may proceed with negotiations to determine the budget, scope, and deliverables.

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15 To respond to this solicitation, responses shall be submitted following the requirements outlined herein. Please read the
16 entire solicitation package and submit a Response in accordance with the instructions. All forms and signature areas
17 contained in the solicitation package must be completed in full. Instruction pages should be excluded from Response.

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19 **Responses that do not adhere to the form and content requirements may not be considered.**



20 REQUIREMENTS

21 1. RESPONDENT QUALIFICATIONS. The responder must have:

- 22 a. Ownership and development rights to an existing online sales solution
- 23 b. Willingness to enter into development partnership customizing existing solution to specific industry
- 24 operations for end-use or sale of the product
- 25 c. Interest in and willingness to enter into a joint venture providing shared ownership interests or royalty
- 26 payments for the tailored solution
- 27 d. Online software application and cloud-based hosting development knowledge, expertise, and experience
- 28 e. Experience in virtual server development and third-party pass-through communications
- 29 f. Marketplace sales and marketing strategy and implementation experience

30 2. SPECIFIC REQUIREMENTS. Existing property sales solution must have (or be capable of being developed):

- 31 a. Internal, administrative portal with database management
- 32 b. External property listing services providing user-friendly customer experience
- 33 c. Web-based custom marketplace including real-time auction/bidding functions
- 34 d. Marketing and communication features for admin/user and mass communications
- 35 e. Subscriber enrollment and notification registration
- 36 f. Property management functions
- 37 g. Contractor management functions
- 38 h. Document management
- 39 i. Geographic asset-mapping capability
- 40 j. Reporting and analytics features
- 41 k. Data import and export functions
- 42 l. Payment processing
- 43 m. Scalable architecture
- 44 n. Mobile-responsive

45 INSTRUCTIONS FOR SUBMITTING RESPONSE

- 46 1. **DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the *single point of contact*
- 47 for this solicitation. Unless otherwise directed, Respondents should only communicate with the Designated Contact. RPC
- 48 shall not be held responsible for information provided by or to any other person. Suspected errors should be immediately
- 49 reported to the Designated Contact. Do not discuss, directly or indirectly, the solicitation or any Response with any officer
- 50 or employee other than the Designated Contact.

51 **Designated Contact:** Julia Halsted

52 127 N Wyman St, Ste 100, Rockford, IL 61101

53 jhalsted@r1planning.org

54 2. PROCESS OF SOLICITATION

55 The following is a general description of the solicitation process. RPC may adjust this process, as needed, and makes no

56 assurance or representation regarding the timing or schedule of the process.

EVENT		DATE, TIME (CST)
1.	RFQ Published	Thursday, January 14, 2021
3.	Pre-submission Questions Accepted	January 14-25, 2021
4.	Questions and Answers Posted	Tuesday, January 26, 2021
5.	Responses Due and Opened	Thursday, January 28, 2021, 9:00 am
7.	Negotiation with Qualified Respondent(s)	January 29 – February 14, 2021
8.	Selection of Preferred Respondent	Monday, February 15, 2021

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

68 **4. SUBMISSION OF RESPONSE:** The Response must be submitted in separately sealed files and clearly labeled as
69 directed below. Pricing must always be in a separate file/envelope unless otherwise instructed.

70 Response must be received by the Due Date and Time specified herein by one of two methods:

71 a. Electronic Bid Response submitted through DemandStar.com. Responses will be downloaded at the time of
72 response opening; or

73 b. Physical response submission. Label the container/envelopes:

74 *“Sealed Response – Do Not Open”*

75 20210114: Web-Based Custom Sales Solution

76 *[Respondent Name, City, State]*

77 Deliver to: Region 1 Planning Council, *Attention: Procurement*, 127 N Wyman St, Ste 100, Rockford, IL 61101.

78 Responses received will be time-stamped at arrival. Physical responses must be submitted in two forms: one (1)
79 original paper copy, and one (1) complete electronic copy of Response in a .zip format titled by File Number and
80 Name. The application package shall be addressed, labeled, and delivered to the Response Submission Location
81 as specified.

82 **QUALIFICATIONS, STATEMENT OF WORK FORM**

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84 *Please either respond in the space below or in the following prescribed format.*

85 **1. CONTACT INFORMATION:**

86 Vendor Name: [Click or tap here to enter text.](#)

87 Description of current business: [Click or tap here to enter text.](#)

88 Years in operation: [Click or tap here to enter text.](#)

89 Number of staff: [Click or tap here to enter text.](#)

90 Contact name: [Click or tap here to enter text.](#)

91 Office: [Click or tap here to enter text.](#)

92 Mobile: [Click or tap here to enter text.](#)

93 Business Email: [Click or tap here to enter text.](#)

94 **2. RESPONDENT AND STAFF QUALIFICATIONS:** [Click or tap here to enter text.](#)

95 **3. CAPABILITIES STATEMENT:** [Click or tap here to enter text.](#)

96 **4. REFERENCES:** Respondent must provide references from three (3) established private firms (additional government
97 agency references are a plus) other than the procuring Agency, who can attest to Respondent’s experience and ability to
98 perform the contract that is the subject of this solicitation. Respondent must provide the name, contact information and a
99 description of the supplies or services provided.

100 [Click or tap here to enter text.](#)

101 **5. RESPONDENT’S SOLUTION TO MEET RPC’S REQUIREMENTS:** [Click here to enter text.](#)

102 **6. WHERE SERVICES ARE TO BE PERFORMED**

103 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and
104 the economic impact on Illinois and its residents may be considered in the evaluation. If the Respondent performs
105 the services purchased hereunder in another country in violation of this provision, such action may be deemed by
106 RPC as a breach of the contract by Respondent.

107 Respondent shall disclose the locations where the services required shall be performed and the known or
108 anticipated value of the services to be performed at each location. If the Respondent received additional
109 consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract
110 if the Respondent shifts any such work outside the United States.

111 a. Location where services will be performed: [Click or tap here to enter text.](#)

112 b. Percentage of contract of services performed at this location: [Click or tap here to enter text.](#)

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114 **Include this form and related attachments in Response**



ACKNOWLEDGEMENT OF TERMS

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. 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. **EVALUATION:** RPC determines how well Responses meet the requirements. RPC will rank Responses, from best to least qualified using a ranking system (unless otherwise specified) as an aid in conducting the evaluation. Respondents who fail to meet minimum requirements, if any, will not be considered. If RPC finds a failure or deficiency, RPC may reject the Response or reflect the failure or deficiency in the evaluation.
3. **RESPONSIVENESS:** A Responsive Respondent is one who submits a Response that conforms in all material respects of the solicitation, and includes **all required** forms.
 - a. RPC will determine whether the Response meets the stated requirements. Minor differences or deviations that have negligible impact on 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 Response complied with the instructions for submitting Response. 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.
4. **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 response or receive a contract for that procurement need.
 - b. Nothing herein is intended to prohibit a vendor from bidding or a Response 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 Response 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

159 Code or (ii) responds to a communication initiated by an employee of RPC for the purposes of providing
160 information to evaluate new products, trends, services, or technologies.

- 161 c. Other factors that RPC may evaluate to determine responsibility include, but are not limited to: political
162 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
163 performance in business or industry, references (including those found outside the Response), compliance with
164 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
165 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required
166 maintenance service or other matters relating to the Respondent's ability to deliver in the quality and quantity
167 within the time and price as specified in this solicitation.
- 168 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of RPC, to ensure
169 performance of the contract and must provide proof upon request. RPC may require a performance bond if, in
170 the opinion of RPC, it ensures performance of the contract. RPC may terminate the contract, consistent with the
171 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the
172 contract.
- 173 e. RPC may require that a Respondent correct any deficiencies as a condition of further evaluation.

174 **5. ASSIGNMENT:** Should contract be awarded, it may not be assigned or transferred in whole or in part by Vendor
175 without the prior written consent of RPC.

176 **6. SUBCONTRACTING**

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

189 **7. TIME IS OF THE ESSENCE:** If awarded, time is of the essence with respect to Vendor's performance of contract.

190 **8. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right
191 does not waive that Party's right to exercise or enforce that or other rights in the future.

192 **9. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Response, if applicable, that
193 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
194 Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or
195 information owned or maintained by the other Party in the course of carrying out its responsibilities under this
196 contract. Vendor shall presume all information received from RPC or to which it gains access pursuant to this
197 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure
198 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
199 maintained, or used in the course of performance of this contract shall be disseminated except as authorized by
200 law and with the written consent of the disclosing Party, either during the period of this contract or thereafter.
201 The receiving Party must return any and all data collected, maintained, created or used in the course of the

202 performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at
203 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing
204 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to
205 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any
206 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach
207 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party
208 without the use or benefit of the disclosing Party's confidential information.

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

219 **11. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all
220 applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license
221 and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax
222 requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses
223 and permissions necessary for the performance of this contract.

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

231 **13. FREEDOM OF INFORMATION ACT:** All materials related public records maintained by, provided to, or required to
232 be provided to RPC are subject to the Illinois Freedom of Information Act notwithstanding any provision to the
233 contrary that may be found in this contract. 5 ILCS 140.

234 **14. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify RPC of any event that
235 may have a material impact on Vendor's ability to perform or to fulfill required qualifications.

236 **15. EXCEPTIONS AND PROVISIONS.** Exceptions (*if applicable*) must be provided on the Acceptance of Terms form or
237 must be in a substantially similar format. RPC discourages taking exceptions. State law shall not be circumvented

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by the exception process. Exceptions may result in rejection of the Response. Additional terms and conditions to contracting may be submitted Supplemental Provisions.

Respondent agrees with the terms and conditions set forth in RPC solicitation, including the standard terms and conditions, provisions, certifications, and disclosures, with the following exceptions (if any). Requested modifications here: [Click or tap here to enter text.](#)

(Reference the line number and state the modification requested.)

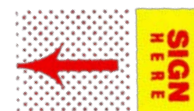
Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Respondent’s exceptions accepted by RPC thereto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

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

Signed: _____

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

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



Include this section in Response

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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: Click or tap here to enter text.

Signature of Authorized Representative: _____

Printed Name of Signatory: Click or tap here to enter text.

Respondent's Name: Click or tap here to enter text.

Date: Click or tap to enter a date.



If applicable: include this form and related attachments