



REQUEST FOR PROPOSALS/QUALIFICATIONS

- Proposals for the following item(s) or service(s) are sought:**
- One (1) Whelen (or equivalent) F4N7VLED, 72” permanent mount, four (4) red corners, six (6) front (four (4) red and two (2) white) lightbar.
 - One (1) Whelen (or equivalent) 795H, infrared traffic emitter, or equivalent, installed in the center section.
 - Two (2) Whelen (or equivalent) L31 LED beacon, red LED with clear lens, permanent mount.
 - Proposals shall include shipping costs.

Requesting Department: Urbana Fire Department

Contact Person: Division Chief Kyle Hensch
Address: 400 S. Vine St., Urbana, Illinois 61801
Telephone No.: 217-384-2422
E-Mail Address: kdhensch@urbanaillinois.us

The original copy of your Proposal MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Submission Date: June 28, 2018 Time: 5:00 p.m. Central Time

Allowable Means for Transmitting Proposals: Hard copy or electronically (via email)

Date for Commencing Consideration of Proposals: June 29, 2018

All Proposals submitted in response to this Request shall be irrevocable for a period of 30 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City’s determination of its best interest.

1. DEFINITIONS:

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. “Contract” may include acceptance of a price quote, if appropriate, or written approval of the Vendor’s Proposal.

“Project” shall mean the goods and/or services, labor and/or materials, or hardware and/or software, as described in this Request, which the City seeks to acquire or have performed on the City’s behalf or for the benefit of the City.

“Proposal” shall mean any response to this Request to undertake the Project described herein which is submitted to the City for consideration including but not necessarily limited to any and all quotes, qualifications, specifications, designs, plans, and/or such other information and materials sought by this Request.

“Request” shall mean this Request for Proposal or Request for Qualifications, as the context dictates, and all materials appended hereto and the information requested to be provided in response hereto.

“Specifications” shall mean the terms, conditions, and requirements included in this Request and to which a Vendor must address in the Vendor’s Proposal.

“Successful Vendor” shall mean the Vendor whose Proposal was selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable terms of agreement between such Vendor and the City.

“Time” shall mean calendar days and, if the context dictates otherwise, hours and minutes in Central Standard Time or Central Daylight Savings Time, as the case may be.

“Vendor” shall mean any person who submits a Proposal in response to this Request.

2. VENDOR’S QUESTIONS:

A. It shall be responsibility of each Vendor to be fully familiar with the requirements contained in this Request. No plea of error or ignorance by a Vendor of any requirement contained in this Request will be accepted.

B. All questions pertaining to this Request must be submitted in writing to the Contact Person and at the address identified above at least five (5) business days prior to the deadline for submission.

C. Vendors are prohibited from contacting staff and any elected or appointed official of the City regarding this Request except as specifically set forth herein. Failure to comply with this provision may result in rejection of any or all Proposals.

3. GENERAL INSTRUCTIONS:

A. No Proposal shall be considered if it is received by the Contact Person identified above or his/her designee after the specified Proposal due date and time. All Proposals must be

guaranteed for 30 days. A duly authorized officer or agent must sign the Vendor's Proposal. The City reserves the right to accept or reject any or all Proposals.

B. Vendor Information: Proposals must include the following:

- (1) Name, address, phone number and website, if any, of the Vendor.
- (2) Name of Vendor's contact person.
- (3) Statement of qualifications of the Vendor to provide the goods and/or services requested.

C. Acknowledgments:

The Proposal must acknowledge receipt of any response to questions asked by the Vendor and addenda, if any, sent by the City to the Vendor.

D. Proposal Information: The Proposal shall contain at a minimum the following:

- (1) General information regarding how the Vendor will provide and/or perform the goods and/or services requested by the City.
- (2) Detailed technical response to each and every requirement listed in the Specifications if requested.
- (3) The name, title, education, training, experience and other relevant qualifications of each individual who will be rendering services where that individual's services will be billed to the City based on a rate per hour or fraction thereof, if applicable.
- (4) A price quote for the goods and/or services, labor and/or materials, or hardware and/or software, as the context of this Proposal indicates. In the event that the aforesaid includes or is comprised of components or discrete parts, the Proposal should include an aggregate price quote and the pricing of each unit, component, or discrete part. Price must include costs of transportation and handling charges and all other charges, if any, and they shall be itemized. If this Request seeks to acquire services or have services performed for or on behalf of the City and the Vendor expects to charge for such services by the hour or fraction thereof, the Proposal must provide the hourly rate for fees for each individual who will render services in connection with, the total number of hours and fraction thereof of services expected to be rendered in connection with, and a total aggregate price for completing the Project. All prices must be guaranteed for a period of (30) days.
- (5) One of more certificates of in force insurance for such coverages and in such amounts as the City may require and provide on an attachment to this Request if work is to be performed or services are to be rendered on property owned, operated or maintained by the City, including but not necessarily limited to public rights-of-way and City-owned buildings.
- (6) If a Proposal form is provided, any additional information required by the City in the Proposal form which may include but not necessarily be limited to evidence

satisfactory to the City of in place and in force insurance in such amounts specified by the City in this Request and any attachment hereto, .

E. Attachments:

- (1) A copy of all standard Vendor information and warranties as well as manufacturer warranties, if any, must be submitted with proposal.
- (2) One or more certificates of valid and in force insurance coverage(s) if such insurance coverage is required by the City.
- (3) The Vendor must submit completed proposed Contract documents along with the Proposal to receive full consideration unless otherwise stated in the Specifications.
- (4) Any other documents required by the Specifications.

F. Evaluation Criteria:

The City will conduct an evaluation of each Proposal submitted. The evaluation will be based on the following criteria:

- (1) Completeness of the Proposal.
- (2) Compliance with the Specifications contained in this Request.
- (3) Aggregate price for services and/or or goods included in the Proposal and unit item prices for same, if applicable.
- (4) Whether the City has had performance problems or disputes with the Vendor in the past and the Vendor's cooperation in resolving such disputes to the satisfaction of the City.
- (5) The quality of and warranties offered in connection with the goods and/or services sought to be acquired by the City.
- (6) The ability of the Vendor to perform the services or provide the goods, as the case may be, within the timeframe provided in the Specifications.

Generally, the Contract will be awarded to the Vendor who submits the lowest price for the goods and/or services sought to be acquired by the City where the Vendor's Proposal meets all of the requirements or Specifications included in this Request. However, nothing in this Request shall require the City to accept the lowest price if the City determines, after evaluating the Proposals, that another Proposal better meets the requirements contained in this Request.

G. Use of Subcontractors:

If the Vendor intends to use subcontractors to perform part of the Project, the Proposal shall specifically identify those parts of the Project that will be performed by one or more subcontractors. If the Vendor has identified the subcontractor(s) it intends to use on the Project, the Proposal shall include the information listed in Section 3(D)for each subcontractor.

H. Rights to Submitted Materials, Confidentiality:

- (1) All proposals, supporting materials, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, displays, and other documentation submitted by the Vendor shall become the property of the City when received and shall not be returned to the Vendor. The City reserves the right to use the material or any ideas submitted in this proposal in response to the Request whether amended or not. Selection or rejection of any proposal does not affect this right.
- (2) Notwithstanding the immediate foregoing, in the event the Vendor has a documentable intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in an part of the Vendor's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Vendor's Proposal shall not be deemed or construed as a waiver, release or transfer to the City of the Vendor's intellectual property rights.
- (3) Following the selection of the Successful Vendor and the City's execution of a contract with the Successful Vendor, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*) request and other applicable laws and rules except as provided in subsections (4) through (7) below.
- (4) If a Vendor believes that it has a lawful basis for designating certain information in the Vendor's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 *et seq.*), the Vendor must specifically label each page of the Proposal which contains such information with a legend which states "CONFIDENTIAL INFORMATION – DO NOT DISCLOSE." The City shall have no obligation to ascertain whether information contained in a Proposal is confidential, proprietary or trade secret. The Vendor shall be responsible for determining whether any part of its Proposal marked: "CONFIDENTIAL INFORMATION – DO NOT DISCLOSE" is in fact exempt from production in response to a lawful FOIA request pursuant to 5 ILCS 140/7. A Vendor's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.
- (5) The City will not accept or consider any Proposal which indicates that it should be treated as confidential, proprietary or trade secret in its entirety.
- (6) If a Vendor requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Vendor must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible
- (7) The Vendor shall be responsible for any costs the City incurs in defending against disclosure of information the Vendor has marked or designated as confidential. In the event that the City receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Vendor requests the City to withhold that information from disclosure, the Vendor shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester.

I. Cost of the Vendor to Respond:

The City is not responsible for any cost incurred by a Vendor in the process of responding to this Request or for any pre-contract costs incurred by any Vendor participating in the selection process.

J. Prevailing Wage Act – Davis-Bacon Act:

(1) Any Contract entered into between the Successful Vendor and the City will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Proposal. The Vendor shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Vendor shall pay its workers not less than the rates in effect.

(2) To the extent it is applicable, the Vendor shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

K. Termination, Rights Created, Lowest Price:

The City reserves the right to terminate the selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Vendor unless the City and the Successful Vendor have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on the fact that it may contain the lowest price for the goods or services described in the Request.

L. Contract Documents:

No Contract shall come into existence unless and until the Vendor and the City execute an instrument which contains all the essential terms between them or which makes reference to those terms in this Request and the Proposal to which the Vendor and City expressly agree.

4. DEFAULT, CURE, DISPUTE RESOLUTION, NOTICES, ASSIGNMENT:

A. The Contract shall include a provision whereby the Successful Vendor or the City may give notice to the other of a default which shall specify the reasonable time in which such default must be cured. In the event that the defaulting party fails to cure the default within the time specified in the notice of default, the non-defaulting party shall have the right to rescind or terminate the Contract.

B. The Successful Vendor shall be prohibited from assigning the Contract or any part thereof without the express written consent of the City.

5. NON-COLLUSION; NON-BID-RIGGING:

By submitting a Proposal, the Vendor represents and warrants that it (i) is the only person which will have a direct interest in any Contract, if any, awarded pursuant to this Request; (ii) has not engaged in any form of collusion with any other person in the submission of its Proposal or any other Vendor's Proposal; (iii) has not engaged and will not engage in any form of unlawful price-fixing, group boycott, market allocation, price discrimination, or any other form of federal or state antitrust violation in the submission of its Proposal in response to this Request; and (iv) has not made any effort to coerce or bribe any City elected or appointed official or employee to accept the Vendor's Proposal.

6. USE OF CITY'S NAME IN ADVERTISING:

No Vendor, including the Successful Vendor, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

7. SPECIFICATIONS:

- One (1) Whelen (or equivalent) F4N7VLED, 72" permanent mount, four (4) red corners, six (6) front (four (4) red and two (2) white) light bar..
- One (1) Whelen (or equivalent), 795H, infrared traffic emitter installed in the center section.
- Two (2) Whelen (or equivalent) L31 LED beacon, red LED with clear lens, permanent mount.
- Proposals shall include shipping costs.
- No proposal bond shall be required.