



**REQUEST FOR PROPOSALS
SOLICITATION # 2223-17**

The following is sought:
Requesting Department: Economic Development Contact Person: Stepheny McMahon Address: 400 S. Vine, Urbana, IL 61801 Telephone No.: (217) 328-8274 E-Mail Address: slmcmahon@urbanaininois.us
Date of Request Posted on City's website: 10/10/2022
Date Published in News-Gazette: 10/14/2022
The original Proposal MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:
Proposal Submission Date: 11/14/2022 Time: 5:00 P.M. Central Time
Allowable Means for Transmitting Proposals: PDF on USB Drive
Contract to be Awarded No Later Than December 2022.
All Proposals submitted in response to this Request shall be irrevocable for a period of 180 days after the Proposal submission due date and may not be withdrawn by the Respondent during this period. After such time has elapsed, the Respondent may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

Proposal documents are available online at the City of Urbana website:
<http://www.urbanaininois.us/node/10188>

If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>

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.

“Contact Person” shall mean the person specified on page 1 of the Request who should receive all communication sent to the Requester.

“Contract” shall mean a written instrument that, once executed by the Successful Respondent and the City, becomes legally binding and enforceable on the City and the Successful Respondent. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the City seeks to have performed and completed as described in this Request, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment

“Proposal” shall mean any response to this Request that is submitted to the City, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the City seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SPECIFICATIONS:

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

3. RESPONDENT QUESTIONS ABOUT THE REQUEST:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions (Exhibit B) and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the Contact Person at least five (5) business days prior to the deadline for submission of Proposals. Answers will be provided in an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Requester. (See Section 3.4.)

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Request, the Respondent shall notify the City at least five (10) business days prior to the deadline for submission of the Respondent's Proposal. If the Requester deems the information necessary for submitting Proposals, the City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the City. (See Section 3.4) The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the City deems it appropriate to issue one or more addenda to this Request, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Proposal in response to this Request by registering on the City's website entry for this Request or by notifying the Contact Person in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the City.

3.5. Contacting City Staff and Officials: Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

See EXHIBIT B – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

5. PROPOSAL EVALUATION CRITERIA:

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn for the number of days specified on page 1 after the proposal submission due date.

6.2. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

7. CUSTOMER/CLIENT SERVICE:

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

8. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.



CITY OF
URBANA

**Request for Proposals:
Economic Development Marketing
Campaign**

(#2223-17)

City of Urbana
400 S Vine St
Urbana, IL 61801

Issue Date: October 10, 2022
Response Due: November 14, 2022

Submittal Instructions

- Due Date:** Response are due on Monday, November 14, 2022 at 5:00 p.m.
- Submission / Contact for Questions:** Questions and Responses should be submitted via email to Stepheny McMahon at slmcmahon@urbanaillinois.us no later than November 7, 2022 at 5:00 pm
- Submission Requirements:** There is no required format, but responses should include:
- **Response to Specifications:** Responses to this RFP should address each of the required specifications.
 - **Draft Contract/Service Agreement:** Responses should include a draft contract or service agreement that includes all requirements in request, all elements of proposal, and contain a full and valid complement of standard warranties.
 - **EEO Form:** Responses should include a completed EEO form available at [eoo-report-form-sep-2015-revision_1.pdf \(urbanaillinois.us\)](#)
 - **VRAD**
- Communications:** Once the RFP is issued, two-way communication is generally prohibited. Responses to non-routine questions or changes to the RFP will be issued via an addendum to the RFP. Respondents who wish to be notified of addendum should email the address above as early in the submission timeline as reasonable. The City may require a clarification of a response once submitted either via telephone, electronic meeting, or in writing. The City reserves the right to impose deadlines on clarifications.
- Response Validity:** All responses to this request shall be irrevocable for a period of 90 days after the submission due date and may not be withdrawn by the Respondent during this period.
- Assumption of Risks:** The City is not responsible for any pre-contract costs incurred by a vendor participating in this process. Responses to this request become property of the City. Proprietary and confidential material should clearly be marked as such; however, the City shall only be able to comply to the extent allowed by law. The City reserves the right to terminate the selection process at any time, to reject any proposals, and to award contract in the best interest of the City.

General Response Requirements

I. Request

The Urbana Economic Development Division is seeking email proposals for services to develop an Economic Development marketing campaign to use in attracting development and business to targeted areas within the City of Urbana, as well as, tourists and new residents. The selected firm will be responsible for the development of a marketing campaign that can be used in both digital and print media platforms. We are looking for a variety of options to use in each media platform. Proposal should include the following:

- Identify advertising and public relations strategies and tactics for three distinct groups:
 - Marketing pieces that will be used to attract businesses to targeted areas of the community which may be used in industry publications, mailings, signage, trade-shows, social media, online, and video
 - Tourism/Destination Traveler Audiences: daytrip and overnight travelers, sports families who travel to tournaments at the nearby Rantoul Family Sports Complex, other visitors to Urbana who frequent the University of Illinois sporting events and artistic performances. The campaign should help in creating a destination identity for the community.
 - Consumer/Residential Audiences: encourage young professionals, families, and active retirees to move to Urbana and shop local
- Samples of previous work including logos, designs, taglines, etc.
- Incorporate this new brand into marketing promotions and campaigns
- Expectations of commitment from City staff who will be overseeing and administering the campaign
- Commitment of all work including designs, logos, taglines, etc. that will be owned by the City upon completion of work
- Templates for each of the focus areas that could be used multiple times with simple changes to pictures, locales, and business
- Provide a media buying strategy
- Google analytics and ad word campaign setup

Services requested for this campaign may include strategic, research-based creative concepts, multi-media asset production, media planning and buying, and integration of data-based approach to measure success.

II. Background

In 2021, the City of Urbana developed an interim economic development work plan to follow while a new comprehensive plan was being developed. Several goals were set in relation to the desired marketing campaign including: attract new businesses to targeted priority areas of the community, capitalize on the new Rantoul Family Sports Complex, University of Illinois events and local

activities, create a destination identity for downtown Urbana to support businesses and the renovated Hilton Tapestry Hotel Royer, and work to attract new residents and home construction in the community.

Key properties have been identified for development along with targeted business segments to which we would now like to reach out with a professional package of what Urbana has to offer. The I74/Cunningham Ave area is prime for new development of hotels, retail, and restaurants. The emerging Windsor Road District has space for businesses that will support residents in nearby neighborhoods and commuters into town.

The newly opened Rantoul Sports Complex is bringing 350,000 people a year within 12 miles of Urbana. These visitors are in need of overnight rooms for their families, restaurants, and entertainment between tournaments and during the evening when not competing.

Renovation of the historic Hotel Royer in downtown Urbana is due to be completed within the year and it is vital that the community have a concise message to invite visitors to enjoy the restaurants, boutiques, and live entertainment in the downtown.

Finally, the Think Urbana Enterprise Zone incentive program has had great success in attracting new residents who are building homes and the City would like that initiative to continue so that there is an ongoing growth to the tax base.

III. Desired Services for Scope of Work

A final scope of work will be developed by the City and the selected agency. Desired services are anticipated to include but not limited to:

- **Project Coordination & Management:** The agency shall coordinate with City staff regarding schedule, deliverables, and the scope of work.
- **Campaign Creative Development and Production:** The selected agency will compose a Business Attraction Plan, a Destination Marketing Plan, and an expanded Think Urbana Plan which outlines specific strategies, objectives, and tactics to achieve its intended goals. Within the Plan, the agency must demonstrate, through industry best practices, these goals to be specific, measurable and attainable. The agency will incorporate stakeholder feedback and their expertise into the Plan. In addition to the Plan, agency must incorporate the City of Urbana Brand Style Guide, which will be provided.
- **Tourism Recovery:** Within destination marketing plan, include specific strategies (development and implementation) for travel, tourism and hospitality pandemic recovery
- **Campaign Implementation:** This will depend on direction selected, and could include video pre-roll, print and/or digital advertisements, including search, display, and social media post creation
- **Prepare Presentation to City Council:** Prepare a brief report of campaign to the City Council upon completion. Be prepared to answer questions and provide clarification to Council
- **Ongoing services:** An estimate for ongoing/on-call services to support implementation should be part of the response, and it will be at the City's discretion whether to include in the final contract

The plan shall include, but not be limited to:

- A. An outline describing how the campaign will result in identified desired outcomes to benefit businesses and destinations in Urbana
- B. A list of the types of anticipated campaign expenditures and how the expenditures will contribute to meeting the desired outcomes;
- C. A timeline of the anticipated campaign expenditures; and
- D. A description of how the campaign will consult with marketing partners such as Visit Champaign County, The Rantoul Family Sports Complex, Carle Hospital and others

IV. Budget

The city has allocated \$73,000 for destination marketing efforts and understands that a more robust campaign with the desired elements outlined above could exceed that allocation.

Proposals should include a general scope for what can be accomplished within the planned budget along with a list of additional options proposed that exceed the budget if they add benefit to the City. Options may or may not be awarded by the City. A rate schedule and itemized budget will be required prior to contract award.

V. Submission Requirements and Schedule

All documents submitted in response to this request for proposal shall be in electronic form and submitted via USB Drive to Stepheny McMahon, Economic Development Supervisor, 400 S. Vine Street, Urbana, IL 61801. It is the sole responsibility of the entity submitting responses to ensure the mailing with the USB is received no later than the established due date and time provided for herein. For questions call Stepheny McMahon at 217-328-8274

Responses shall be submitted as follows:

- 1. Provide electronic submittal on USB no later than 5:00 pm on November 14, 2022
- 2. Submit on USB Drive to: Attn: Stepheny McMahon
 City of Urbana
 400 S. Vine Street
 Urbana, IL 61801

The RFP Schedule is as follows:

RFP Issued by the City	October 10, 2022
Deadline for RFP Submission	November 14, 2022
Interview/presentation as Needed	December 2022
Selection	December 2022

VI. Content of Responses and Criteria

In order to be considered for selection, at a minimum, an entity must include the requested items herein. Elaborate responses are not requested. Limit the response to 10 pages excluding examples of prior work and other attachments

- A. A cover letter/statement of interest indicating the company's interest in performing a marketing campaign and highlighting its qualifications relative to the Desired Services for Scope of Work outlined in Section III herein.
- B. A brief overview of the company's history and organizational structure. This overview shall include the capacity of the company to begin the campaign within 30 days of the submittal deadline for this RFP.
- C. Describe the general approach, organization, and staffing required to provide the services requested herein.
- D. Provide experience and specific examples of how the company has provided similar marketing campaign services.
- E. Provide two past or current clients for whom similar services have been or are being performed. Include the reference entities name, contact person, mailing address, email address, and telephone number.
- F. Provide the name, title, and experience of the person who will be managing this matter for the company, and any staff that will be working on this matter, if the City were to select the company to provide a marketing campaign
- G. A statement verifying the company's ability to execute a contract upon award.
- H. Provide brief proposed scope of work.

The criteria used to evaluate proposals submitted in response to this RFP are as follows:

- 1. Qualifications of the company and assigned personnel
- 2. Demonstrated knowledge of Urbana
- 3. Experience working with municipalities
- 4. Relevant similar experience on destination marketing campaigns and branding
- 5. Fee Proposal justification and competitiveness
- 6. Quality, completeness, and thoroughness of the documents as submitted

VII General Terms and Conditions

General terms, conditions and criteria to evaluate proposals are as follows:

- A. The City reserves the right to reject all submissions and waive any irregularities and informalities in the information provided.
- B. The City reserves the right to award any contract to the next most qualified company, if the successful company does not execute a contract in a timely manner.
- C. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City.

- D. The City shall not be responsible for the costs incurred by a company in preparing, submitting or presenting its proposal.
- E. In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City laws in the conduct of the work specified herein.
- F. The City fully complies with Title VI of the Civil Rights Act of 1964 and related statutes in all programs and activities. Those requiring disability accommodations and/or materials made available in alternate format, please contact the City Clerk.
- G. All materials submitted in response to this request for proposal are subject to the Public Record Act (Chapter 42.56 RCW) and may be subject to dissemination to the public.

Response to this RFP should address the specifications below but may include more information that demonstrates the scope of the marketing campaign(s)

EXHIBIT A

SECTION 2 – SUMMARY AND SPECIFICATIONS

2.1. Summary:

The Urbana Economic Development Division is seeking email proposals for services to develop an Economic Development marketing campaign to use in attracting development and business to targeted areas within the City of Urbana, as well as, tourists and new residents. The selected firm will be responsible for the development of a marketing campaign that can be used in both digital and print media platforms. The City is looking for a variety of options to use in each media platform. Proposal should include the following:

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 - Consumer/Residential Audiences: encourage young professionals, families, and active retirees to move to Urbana and shop local
- Samples of previous work including logos, designs, taglines, etc.
- Incorporate this new brand into marketing promotions and campaigns
- Expectations of commitment from City staff who will be overseeing and administering the campaign
- Commitment of all work including designs, logos, taglines, etc. that will be owned by the City upon completion of project
- Templates for each of the focus areas that could be used multiple times with simple changes to pictures, locales, and business
- Provide a media buying strategy
- Google analytics and ad word campaign setup

Services requested for this campaign may include strategic, research-based creative concepts, multi-media asset production, media planning and buying, and integration of data-based approach to measure success.

2.2 Background

In 2021, the City of Urbana developed an interim economic development work plan to follow while a new comprehensive plan was being developed. Several goals were set in relation to the desired marketing campaign including: attract new businesses to targeted priority areas of the community, capitalize on the new Rantoul Family Sports Complex, University of Illinois events and local activities, create a destination identity for downtown Urbana to support businesses and the renovated Hilton Tapestry Hotel Royer, and work to attract new residents and home construction in the community.

Key properties have been identified for development along with targeted business segments to which we would now like attract with a professional package of what Urbana has to offer. The I74/Cunningham Ave area is prime for new development of hotels, retail, and restaurants. The emerging Windsor Road District has space for businesses that will support residents in nearby neighborhoods and commuters into town.

The newly opened Rantoul Sports Complex is bringing 350,000 people a year within 12 miles of Urbana. These visitors are in need of overnight rooms for their families, restaurants, and entertainment between tournaments and during evening when not competing.

Renovation of the historic Hotel Royer in downtown Urbana is due to be completed within the year and it is vital that the community have a concise message to invite visitors to enjoy the restaurants, boutiques, and live entertainment in the downtown.

Finally, the Think Urbana Enterprise Zone incentive program has had great success in attracting new residents who are building homes and the City would like that initiative to continue so that there is an ongoing growth to the tax base.

2.3 Specifications: A final scope of work will be developed by the City and the selected agency. Desired services are anticipated to include but not limited to:

2.3.1 Project Coordination & Management: The agency shall coordinate with City staff regarding schedule, deliverables, and the scope of work.

2.3.2 Campaign Creative Development and Production: The selected agency will compose a Business Attraction plan, a Destination Marketing Plan and an expanded Think Urbana plan, which outline specific strategies, objectives, and tactics to achieve each of the intended goals. Within the Plan, the agency must demonstrate, through industry best practices, these goals to be specific, measurable and attainable. The agency will incorporate stakeholder feedback and their expertise into the Plan. In addition to the Plan, agency must incorporate the City of Urbana Brand Style Guide, which will be provided.

2.3.3 Tourism Recovery: Within destination marketing plan, include specific strategies (development and implementation) for travel, tourism and hospitality pandemic recovery

2.3.4 Campaign Implementation: This will depend on direction selected, and could include video pre-roll, print and/or digital advertisements, including search, display, and social media post creation

2.3.5 Prepare Presentation to City Council: Prepare a brief report of campaign to the City Council upon completion. Be prepared to answer questions and provide clarification to Council

2.3.6 Ongoing services: An estimate for ongoing/on-call services to support implementation should be part of the response, and it will be at the City's discretion whether to include in the final contract

2.4 Inclusions: The plan shall include, but not be limited to:

2.4.1 An outline describing how the campaign will result in identified desired outcomes to benefit businesses and destinations in Urbana

2.4.2 A list of the types of anticipated campaign expenditures and how the expenditures will contribute to meeting the desired outcomes;

2.4.3 A timeline of the anticipated campaign expenditures; and

2.4.4 A description of how the campaign will consult with marketing partners such as Visit Champaign County, The Rantoul Family Sports Complex, Carle Hospital and others

2.5 Budget

The city has allocated \$73,000 for marketing efforts and understands that a more robust campaign with the desired elements outlined above could exceed that allocation.

Proposals should include a general scope for what can be accomplished within the planned budget along with a list of additional options proposed that exceed the budget if they add benefit to the City. Options may or may not be awarded by the City. A rate schedule and itemized budget will be required prior to contract award.

EXHIBIT B

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

4.1. Due Date and Time: No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

4.1.1. Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request.

4.1.2. Guaranteed Proposals: All Proposals must be guaranteed for 180 days and the City will not accept conditional or qualified Proposals unless provided otherwise in this Request.

4.1.3. Completion of Forms: All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing. Electronically submitted revisions of the proposal should have changes tracked through a word processor and the revised version shall be signed in the manner described in 4.1.4.

4.1.4. Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document. Electronic signatures are acceptable

4.1.5. Acceptance/Rejection: The City's decision to accept or reject any or all Proposals or portions thereof shall be final. Page 1 of the Request identifies the date of award or the number of days in which the award will be made or the rejection of proposals will be announced.

4.1.6. Clarification of Proposal: Subsequent to receipt of Proposals, the City may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

4.1.7. Revisions After Submission: If changes are made by typewriter or indelible ink after printing, the person signing the Proposal must initial any

changes or corrections made on the Proposal. If changes are made on an electronically submitted Proposal, then the changes should be visually highlighted through a word processor and the revised version shall be signed in the manner described in 4.1.4.

4.1.8. Package Proposals: If a Respondent submits a package Proposal or a Proposal containing multiple parts, the Respondent shall include an aggregate price for all parts included in the Proposal and individual prices for each part of the Proposal.

4.1.9. Multiple Proposals: A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

4.2. Proposal Content and Format:

4.2.1. Respondent's Information: The Proposal must include:

4.2.1.1. Respondent's name, address, telephone number, e-mail address, and website (if any).

4.2.1.2. Contact person name, address, telephone number, and e-mail address.

4.2.1.3. A cover letter/statement of interest indicating the company's interest in performing a marketing campaign and highlighting its qualifications relative to the Desired Services for Scope of Work

4.2.1.4 A brief overview of the company's history and organizational structure. This overview shall include the capacity of the company to begin the campaign within 30 days of the award date for this RFP

4.2.1.5 Describe the general approach, organization, and staffing required to provide the services requested herein

4.2.1.6 Provide experience and specific examples of how the company has delivered similar marketing campaign services

4.2.1.7 Provide two past or current clients for whom similar services have been or are being performed. Include the reference entities name, contact person, mailing address, email address, and telephone number.

4.2.1.8 Provide the name, title, and experience of the person who will be managing this matter for the company, and any staff that will be working on this matter, if the City were to select the company to provide a marketing campaign

4.2.1.9 A statement verifying the company's ability to execute a contract upon award

4.2.1.10 Provide brief proposed scope of work

4.2.2. Addressing Specifications (Exhibit A): Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

4.2.3. Pricing Information:

4.2.3.1. The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

4.2.3.3. Pricing should differentiate the purchase costs, implementation costs (see the next item regarding travel costs), software hosting costs, hardware costs (if applicable), maintenance costs for the first five years, additional support costs (if applicable), third-party costs (if applicable), and all other charges. These items must also be itemized.

4.2.3.4. If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

4.2.3.5. All prices must be guaranteed for the period of days shown on the first page of this Request.

4.2.4. References: The Respondent must provide two references of customers/clients for which the bidder has provided the same or similar items and/or services as being sought by this solicitation. For each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

4.2.5. Amendments to Request: In the event that the City issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.2.6. Use of Subcontractors: The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Request.

4.2.7. Qualifications: The Respondent should provide a summary of the qualifications of each person who the Respondent expects to perform the Services requested in this Request including education, licensure, certifications, and experience with similar work.

4.3. Submitting Proposals:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.4. Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The City shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the City's receipt of Proposals.

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

5.1. TREATMENT OF PROPOSALS: Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing “proposals and bids for any contract.”

5.2. EVALUATION CRITERIA: The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.

5.2.1. Completeness: Degree of completeness of the Proposal.

5.2.2. Compliance with/Deviations from Specifications: Degree of compliance with the Specifications included on Exhibit A. Responses should meet or exceed the requirements as described by this Request. In the event any Specification is not complied with, the City will consider the Respondent’s proposed substitute and whether it is of equal or better quality than the particular Specification.

5.2.3. Price: The City will consider the aggregate price and, if provided, component pricing included in each Proposal.

5.2.4. Other Criteria: In addition to the above, the City may consider the following additional criteria:

5.3.4.1. The experience of the Respondent in performing the service as requested in this Request.

5.3.4.2. To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent’s cooperation in resolving such problems or disputes to the satisfaction of the City

5.3.4.3. Completion and approval of the Respondents EEO paperwork.

5.3.4.4. The ability of the Respondent to provide future service and support if requested.

5.3.4.5. The nature and coverage of the Respondent's guarantees and warranties.

5.3. REFERENCE INVESTIGATIONS: The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

5.4. DEFAULT ON OBLIGATIONS TO CITY: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

EXHIBIT D

SECTION 8 – GENERAL LEGAL MATTERS

8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS: All Proposals and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:

8.2.1. Application of Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, 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 below.

8.2.2. Confidential Information: A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.

8.2.3. Confidential Proposals: The City will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

8.2.4. Submission of Confidential Information: If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent 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.

8.2.5. Costs of Claiming Confidentiality: Each Respondent shall be responsible for any costs which the City incurs in defending a request for Proposal information which the Respondent has marked as “CONFIDENTIAL INFORMATION.” 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 Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.

8.2.6. Intellectual Property Rights of Others: By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

8.3. COSTS OF SUBMITTING PROPOSAL: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL: By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

8.4.1. No Bid Rigging: Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

8.4.2. No Federal or State Violations: Has not violated any state or federal law governing the subject of that which is sought by the Request.

8.4.3. Direct Interest in Contract: Is the only person that will have a direct interest in the Contract, if any is awarded.

8.4.4. No Bribery: Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

8.5. TAXES; AUTHORIZATIONS:

8.5.1. City Tax Exemption: By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent’s request.

8.5.2. Authorizations: Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

8.6. USE OF CITY'S NAME: No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

8.7. CONTRACT DOCUMENTS: The Successful Respondent shall be required to enter into a Contract with the City.

8.7.1. Successful Respondent Supplied Contract: If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the City to accept the terms of such agreement form.

8.7.2. City-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Proposal to which the City and Successful Respondent agree.

8.7.3. Final Contract Terms: Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain the following:

8.7.3.1. Price Quote: The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

8.7.3.2. Payment: Terms of payment by the City to the Successful Respondent.

- 8.7.3.3. Specifications:** The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent.
- 8.7.3.4. Default and Cure:** Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.
- 8.7.3.5. Representation of Authority:** If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract
- 8.7.3.6. Costs of Negotiation:** The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.7. Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.
- 8.7.3.8. Warranties:** Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the City and the Successful Respondent.
- 8.7.3.9. Service/Maintenance:** If the Successful Respondent and the City agree as to any ongoing service or maintenance agreement, the terms of such agreement.
- 8.7.3.10. EEO Representations:** Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.
- 8.7.3.11. Termination of Contract:** Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.

8.7.3.12. Governing Law: The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or, if applicable, the United States District Court for the Central District of Illinois.

8.7.3.13. Additional Terms: Such other terms, if any, as the City and the Successful Respondent shall agree.

8.8. Termination of Solicitation Process/No Rights Created: The City reserves the right to terminate the solicitation and 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 Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on lowest price.

8.9. Affirmative Action:

8.9.1. Compliance with City Ordinance: If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

8.9.2. Veterans Preference: If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*,) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570- 0.01 *et seq.*) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

EXHIBIT E

REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

Vendor Representations and Additional Duties Form

The Vendor Representations and Additional Duties Form (VRAD) **must be** completed, and can be found here:

https://www.urbanaininois.us/sites/default/files/attachments/VRAD_Form_1.pdf

Addenda Acknowledgement Form

The Addenda Acknowledgement Form **must be** completed, and can be found here:

https://www.urbanaininois.us/sites/default/files/attachments/Urbana_Illinois-Acknowledgement_of_Addenda_Form.pdf

Equal Employment Opportunity Form:

Responses should include a completed EEO form available at [eeo-report-form-sep-2015-revision_1.pdf \(urbanaininois.us\)](#)

