REQUEST FOR PROPOSALS
Lake County, IL
Local Emergency Planning Committee

RFP TITLE
Consulting Services – Hazardous Materials Commodity Flow Study

PURPOSE
The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for consulting services for conducting a "Hazardous Materials Commodity Flow Study" for the Lake County, Illinois, Local Emergency Planning Committee (LEPC).

DEADLINE FOR PROPOSAL SUBMISSIONS
2:00 P.M. Central Time
March 28, 2014
LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT PROPOSAL TO THIS ADDRESS
LAKE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE
% Lake County Emergency Management
1303 N. Milwaukee Ave
Libertyville, Illinois 60048

SPECIAL INSTRUCTIONS
- Place the Signature Affidavit as the first page of your proposal
- Submit one complete original printed copy of your entire proposal, as detailed in Section 2 of this RFP.
- Submit one complete electronic copy of your entire proposal, as detailed in Section 2 of this RFP. This electronic copy shall be in Microsoft Word (2007 or 2010 version) or Adobe PDF format, and shall be provided on a Compact Disc (CD) or Digital Video Disc (DVD).

DIRECT ALL INQUIRIES TO
NAME Kent McKenzie
TITLE Emergency Management Coordinator, Lake County
PHONE # 847-377-7100
FAX # 847-377-7015
EMAIL kmckenzie@lakecountyil.gov
WEB SITE www.lclepc.org/flow-study

DATE RFP ISSUED: 3/7/2014
# TABLE OF CONTENTS

## 1.0 GENERAL INFORMATION
1.1 Introduction
1.2 Overview of the project
1.3 Definitions
1.4 Clarification of the specifications
1.5 Addendums and or revisions
1.6 Calendar of events
1.7 Vendor conference
1.8 Contract term and funding
1.9 Reasonable accommodations

## 2.0 PREPARING AND SUBMITTING A PROPOSAL
2.1 General instructions
2.2 Proprietary information
2.3 Incurring costs
2.4 Submittal instructions
2.5 Required copies
2.6 Proposal organization and format
2.7 Multiple proposals
2.8 Oral presentations and site visits

## 3.0 PROPOSAL SELECTION AND AWARD PROCESS
3.1 Preliminary evaluation
3.2 Proposal scoring
3.3 Right to reject proposals and negotiate contract terms
3.4 Evaluation criteria
3.5 Award and contract
3.6 Notification of execution

## 4.0 GENERAL PROPOSAL REQUIREMENTS
4.1 Introduction
4.2 Organization capabilities
4.3 Staff qualifications
4.4 Vendor references

## 5.0 TECHNICAL REQUIREMENTS
5.1 Project Schedule and Work Plan

## 6.0 COST PROPOSAL
6.1 General instructions on submitting cost proposals
6.2 Format for submitting cost proposals
6.3 Fixed Price Period

## 7.0 TERMS AND CONDITIONS
7.01 Accounting Requirements
7.02 Audits and Inspections
7.03 Work Product
7.04 Certification
7.05 Drug Free Certification
7.06 Insurance
7.07 Indemnification
7.08 Independent Contractor
7.09 Conflict of Interest
7.10 Assignment
7.11 Invoices and Payments
7.12 Jurisdiction, Venue, Choice of Law
7.13 Termination
7.14 Non-Discrimination
7.15 Precedence
7.16 Non-Enforcement
7.17 Confidentiality
7.18 Responsibility and Default
7.19 Taxes
7.20 Exceptions

8.0 REQUIRED AND OPTIONAL FORMS
A. Signature Affidavit
B. Reference Data Sheet
C. Designation of Confidential and Proprietary Information
D. Vendor Data Sheet
E. Cost Summary Page
1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for consulting services for conducting a Hazardous Materials Commodity Flow Study for the geographic entity of Lake County Illinois.

The Lake County Local Emergency Planning Committee (LCLEPC) intends to consider entering into a contract with a reputable vendor to conduct the consulting work described within this document and any amendments.

The contract, if any, resulting from selection of a submitted proposal, will be administered by the Lake County LEPC in conjunction with the Lake County Emergency Management Agency.

The administrator will be Mike Jackson, Secretary of the LCLEPC and EM Specialist with the Lake County Emergency Management Agency.

1.2 Overview of the Project

1.2.1 Project Description

County Local Emergency Planning Committees (LEPC’s), working through their county emergency management offices, have the responsibility to develop and maintain emergency plans related to the storage, transportation and use of certain hazardous materials.

Lake County has identified the need to create and update information regarding the types and amounts of hazardous materials being moved within and through the county. The results of this study will be the basis for future projects planned by the LCLEPC and County Emergency Management Coordinator which may include developing/enhancing GIS maps and data layers (e.g., traffic routes, evacuation routes, routes for responding emergency personnel/apparatus, employee safe gathering sites); creating public information campaigns for hazardous materials; planning sheltering and evacuation procedures; and other projects.

The LCLEPC is seeking proposals from contractors experienced in designing and executing hazardous materials commodity flow studies. The selected contractor will be expected to provide actual project services using project development and data collection tools from similar and previous commodity flow studies, and will be expected to conduct the following general tasks:

1) Meet with selected facility operators subject to EPCRA planning requirements to determine quantity and types of hazardous materials being transported to and/or from each of these selected facilities;

2) Collect, review and compile data on hazardous materials flow to determine common transportation routes currently being used and
potential future routes;

3) Survey and record the location, vehicle type, quantity and material identification at selected locations and times, where and when the transportation of substances is likely to occur. Locations may include highways, pipelines, airports, waterways, and railroads;

4) Identify trends and other issues (if any) in hazardous materials movement;

5) Share project data and final reports with the LCLEPC, the Fire Chiefs’ Association, and the Lake-McHenry County Regional Specialized Response Team, for inclusion and use in their respective preparedness activities.

1.2.2 Deliverables Summary

1) Determine over-all scope of project;

2) Use consistent established data collection methods and tools to conduct the hazardous materials commodity flow study;

3) Design a hazardous materials commodity flow study that results in tangible, applicable information and tools for emergency planners, responders and facility operators;

4) Submit a comprehensive final report detailing the results of the data collection and offering a clear depiction of routes used for the transportation of hazardous materials within Lake County.

1.3 Definitions

The following definitions are used throughout the Request For Proposals:

**Contractor** means the proposer with whom a contract is executed to conduct the Work;

**County** means Lake County, Illinois;

**County Agency** means any Department or Division of County or Municipal Government, or any authorized partner agency, that may utilize the service(s) or product(s);

**EPCRA** means the Emergency Planning and Community Right to Know Act of 1986;

**GIS** means Geographical Information System, specifically the ArcGIS databases and servers maintained by Lake County, Illinois;

**HazMat** means Hazardous Materials;

**HMCFS** means Hazardous Materials Commodity Flow Study;

**LCLEPC** means the Lake County Illinois Local Emergency Planning Committee;

**Proposer** means a firm submitting a proposal in response to this Request;

**RFP** means Request for Proposals;

**Vendor** means a firm submitting a proposal in response to this Request;
1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the person indicated on the cover page of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail or e-mail on or before the stated date on the Calendar of Events (see Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:
LAKE COUNTY LEPC
c/o Lake County Emergency Management
1303 N. Milwaukee Ave
Libertyville, Illinois 60048

During the time when proposals are being accepted, proposers are prohibited from communicating directly with any member of the LCLEPC or with any employee of Lake County, except as described herein. No LCLEPC Member, Lake County employee, or representative other than the individuals listed in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendum(a) and/or Revisions

Any necessary revised or supplemental information related to the RFP will be posted on the LCLEPC web site at www.lclepc.org/flow-study. Proposers are encouraged to check this webpage periodically, and must acknowledge receipt of any revision or supplemental information on the bottom of the RFP Cover Page / Signature Affidavit form.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any revisions or supplements thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the LCLEPC. In the event that the LCLEPC finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the LCLEPC website at www.lclepc.org/flow-study.
### Vendor Conference

There is no pre-proposal vendor conference planned for this RFP.

### Contract Term and Funding

The contract shall be effective on the date it is fully executed. The contract will specify key completion and delivery dates, which are expected to be between the start date and the middle of August, 2014 for the initial phase of the project, and within a two-year window for any remaining project phase(s). The LCLEPC plans to use a combination of locally-acquired and Federal Grant Funds to execute this contract.

### Reasonable Accommodations

Upon request, the LCLEPC will provide reasonable accommodation(s) to proposers in responding to this RFP, including providing informational material in an alternative format, for qualified individuals with disabilities. Please contact the designated RFP agent for the LCLEPC at 847-377-7100.

### PREPARING AND SUBMITTING A PROPOSAL

#### General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal, references, and any on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response in its entirety.

Elaborate proposal elements (e.g. expensive artwork or binding) beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

#### Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached “Designation of Confidential and Proprietary Information” form. Proprietary information submitted in a proposal, or in
response to the RFQ, will be handled in accordance with the applicable Illinois State Statute(s).

To the extent permitted by law, it is the intention of LCLEPC to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the LCLEPC. At that time, the non-confidential, non-proprietary portions of all proposals will be available for review in accordance with the Illinois Freedom of Information Act.

2.3 Incurring Costs

The LCLEPC is not liable for any cost incurred by proposers in replying to this RFP, nor will the LCLEPC entertain paying such costs as part of any contract negotiated with any vendor.

2.4 Submittal Instructions

Proposals must be received by the Lake County Emergency Management Agency, on behalf of the LCLEPC, by the specified time and date as stated on the cover page. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer’s name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.5 Required Copies

Proposers must submit one original hardcopy and one complete electronic copy of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5”x11” pages securely bound. In addition, proposers must submit one complete electronic copy in Microsoft Word (2007 or 2010 format) or Adobe PDF format on a Compact Disc (CD) or Digital Video Disc (DVD).

2.6 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number designated in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. Each proposal must include the following numbered and named sections:

- Cover Page – Signature Affidavit – Attachment A (RFP Section 8)
- Section 1 – Introduction (RFP Section 4.1)
- Section 2 – Organizational qualifications (RFP Section 4.2)
2.7 Multiple Proposals

Multiple proposals from a vendor are acceptable, however each proposal must individually conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.8 Oral Presentations and Site Visits

During the evaluation process, the LCLEPC will rank the proposals received (see RFP Section 3). The LCLEPC reserves the right to require selected top-ranked proposers to orally present and discuss their proposal with members of the LCLEPC. Such presentation and discussion may be held in-person, through audio telephone conference, or through video teleconference. The LCLEPC will make every reasonable attempt to schedule any such presentation at a time and location that is agreeable to the proposer. Failure of a proposer to respond to the request for a presentation by the LCLEPC, or to conduct a presentation for the LCLEPC on an agreed upon date, may result in rejection of the vendor’s proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2 and additional mandatory requirements in Section 4 are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that no vendor meets all of the mandatory requirements, the LCLEPC reserves the right to continue with evaluation of the proposals received, if the LCLEPC believes that such action will be in the best interest of the LCLEPC and its partner organizations.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the LCLEPC to require oral presentations, the highest ranking vendors will be invited to make such
presentations (See Section 2.9). Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The LCLEPC reserves the right to reject any and all proposals and to negotiate the terms of any ensuing contract, including the award amount, with the selected proposer prior to entering into such contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the LCLEPC may negotiate a contract with the next-highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General requirements (total)</td>
<td>35 %</td>
</tr>
<tr>
<td>a. Completeness and thoroughness</td>
<td>10 %</td>
</tr>
<tr>
<td>b. Organizational capabilities and staff qualifications</td>
<td>10 %</td>
</tr>
<tr>
<td>c. Project schedule and work plan</td>
<td>15 %</td>
</tr>
<tr>
<td>2. Technical requirements (total)</td>
<td>45 %</td>
</tr>
<tr>
<td>a. Needs analysis</td>
<td>10 %</td>
</tr>
<tr>
<td>b. Market research</td>
<td>15 %</td>
</tr>
<tr>
<td>c. Presentation of alternatives</td>
<td>15 %</td>
</tr>
<tr>
<td>d. RFP development</td>
<td>5 %</td>
</tr>
<tr>
<td>3. Cost (total)</td>
<td>20 %</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100 %</td>
</tr>
</tbody>
</table>

3.5 Award and Contract

The award, if any, will be in the form of a negotiated contract for the work as determined by the LCLEPC, with the proposer who is best able to meet the needs of the LCLEPC, as determined by the LCLEPC through the proposal review process.

3.6 Notification of Contract Execution

As a courtesy, the LCLEPC may send a notification of contract memo to all responding vendors once a contract has been executed.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction (Proposal Section 1)

Vendors should provide an explanation of their understanding of the
tasks they believe to be necessary to accomplish the objectives outlined in the RFP. For each of these areas the vendor should describe in a simple and straightforward manner the overall approach that their organization proposes to use when completing the work. The proposal should also include a description of how the organization proposes to discuss options and recommendations with the LCLEPC.

4.2 Organization Capabilities (Proposal Section 2)

Provide the full legal name and address of your organization, including the name, postal address, e-mail address and telephone number of the person in your organization who is primarily responsibility for developing this proposal and to whom technical questions from the LCLEPC may be addressed.

Describe your organization’s experience and capability in providing similar services under similar circumstances for similar clients (other LEPCs, for example). Be specific and identify projects, dates, and results when possible. Descriptions and information about projects that are closely-related may also be considered.

4.3 Staff Qualifications (Proposal Section 3)

Proposals shall identify by name and role, each member of the vendor’s staff who would be assigned to work in a leadership role within the proposed project. If the vendor proposes to use sub-contracted personnel to perform any leadership functions for the project, those sub-contractors must also be identified by name and role.

For each person identified by name and role, the vendor should include a resume (or curriculum vita) which includes details about the individual's related prior work experience, training and education, and other qualifications. Particular attention shall be given to the individual named as the project coordinator.

4.4 Vendor References (Proposal Section 4)

Vendors must include in their proposal a list of at least three organizations which can be used as references for work performed in the area of service required. Vendor must provide, for each organization, the name, address, telephone number, and email address of a specific individual within that organization who is familiar with the vendor’s prior work. Selected organizations may be contacted by the LCLEPC to evaluate the quality of work performed, working relationship with the vendor, timeliness of work, and related information.

5.0 TECHNICAL REQUIREMENTS (Proposal Section 5)

5.1 Project Schedule and Work Plan

As part of this proposal the vendor must submit a proposed project work plan and schedule. The vendor must identify all assumptions and constraints on which the project schedule and work plan are based.

The technical requirements listed below are assumed to be a logical progression of the project, but vendors should use expertise and best judgment in preparing the plan and schedule.
As part of this proposal the vendor must state the number of hours anticipated
to be spent on each technical requirement.

6.0 COST PROPOSAL (Proposal Section 6)

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost
proposal as instructed on the cover page of the RFP (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled Cost Proposal with
the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most
cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

Provide breakdown of staff assigned to this project and the hourly rate to be charged to
the LCLEPC for services, or alternatively a fixed price for services based on the
established scope of work.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for
acceptance for 60 days starting on the due date for proposals.

7.0 TERMS AND CONDITIONS

The Lake County LEPC is the recipient of a sub-grant from the Illinois Emergency
Management Agency (IEMA) to utilize funds from the U.S. Department of
Transportation. Some of the Terms and Conditions of this sub-grant that are
applicable to this RFP include:

7.01 ACCOUNTING REQUIREMENTS

Compliance with U.S. Division of Transportation’s regulations regarding uniform
administrative requirements for grants and cooperative agreements to State and Local
Governments; Office of Management and Budget (OMB) Circular A-102, addressing
administrative requirements for state and local governments (44CFR Part 13); OMB
Circular A-87, addressing cost principles for grants to state and local governments;
Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70);
OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit
entities; the requirements included in the Office of Justice Programs OC Financial
Guide; and applicable state and federal regulations.
7.02 AUDITS AND INSPECTIONS

The Lake County LEPC will, as often as deemed necessary permit the Lake County Emergency Management Agency, Illinois Emergency Management Agency, or U.S. Department of Transportation, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers, and records involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Lake County LEPC certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by IEMA. The Lake County LEPC acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction or organization’s Single Audit under the Single Audit Act of 1996, if required.

7.03 WORK PRODUCT

The Lake County LEPC acknowledges that both the U.S. Department of Transportation and the State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal, State, and Local purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Lake County LEPC agrees to consult with the U.S. Department of Transportation, through IEMA, regarding the allocation of any patent rights that arise from or are purchased with, this funding.

7.04 CERTIFICATION

The Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, Lake County, or the Lake County LEPC, nor has any official, agent, or employee of the Vendor committed bribery or attempted bribery on behalf of the Vendor and pursuant to the direction or authorization of a responsible official of the Vendor. The Vendor hereby certifies that it has not been barred from bidding on, or receiving State or Local Government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

7.05 DRUG FREE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no vendor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless vendor has certified to the State that the vendor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the vendor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “vendor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.
The vendor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:
   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the vendor’s workplace.
   (2) Specifying the actions that will be taken against employees for violations of such prohibition.
   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      (A) Abide by the terms of the statement; and
      (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The vendor’s policy of maintaining a drug free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.06 INSURANCE

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Lake County LEPC with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker’s Compensation Insurance covering all liability of the Vendor arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.

- Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.
  - General Aggregate Limit $1,000,000
  - Each Claim Limit $1,000,000
Comprehensive General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Consultants, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

- General Aggregate Limit $1,000,000
- Each Occurrence Limit $1,000,000

Vendor agrees that with respect to the above required Comprehensive General Liability and Automobile Liability insurance, the Lake County LEPC shall be:

- named as additional insured by endorsement as its interest may appear;
- provided with thirty (30) days notice, in writing, of cancellation or material change; and

- provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Forward Notices and Certificates of Insurance to:

Lake County LEPC, 1303 N. Milwaukee Ave., Libertyville, IL 60048.

Failure to Comply: In the event the Vendor fails to obtain or maintain any insurance coverage(s) required under this Agreement, the Lake County LEPC may purchase such insurance coverage(s) and charge the expense thereof to the Vendor.

7.07 INDEMNIFICATION

The Vendor agrees to indemnify, save harmless and defend the Lake County LEPC, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Lake County LEPC, its agents, servants, or employees or any other person indemnified hereafter.

7.08 INDEPENDENT CONTRACTOR

The Vendor shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of the Lake County LEPC, the State of Illinois, or the U.S. Department of Transportation.

7.09 CONFLICT OF INTEREST

The Vendor, its employees, directors, officers and representatives know and pledge to comply fully with all conflict of interest laws and ordinances of Lake County and of the State of Illinois.
7.10 ASSIGNMENT

The Vendor may not reassign any award made, as the result of this proposal, without prior written consent from the Lake County LEPC.

7.11 INVOICES AND PAYMENTS

The Vendor shall submit an invoice for payment detailing the services provided. The Lake County LEPC Purchase Order number shall be identified on all invoices. Payment shall be made in a timely fashion following submission of appropriate invoices.

7.12 JURISDICTION, VENUE, CHOICE OF LAW

This RFP and any Agreement resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

7.13 TERMINATION

The Lake County LEPC reserves the right to terminate an Agreement resulting from this RFP, in whole or in part, upon thirty (30) days written notice. In case of such termination, the Vendor shall be entitled to receive payment from the Lake County LEPC for work completed to date in accordance with the terms and conditions of the Agreement. In the event that the Agreement is terminated due to Vendor’s default, the Lake County LEPC shall be entitled to purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney’s fees and expenses.

7.14 NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

7.15 PRECEDENCE

Where there appears to be any variance(s) or conflict(s), the following order of precedence shall prevail:

- Lake County LEPC General Terms & Conditions;
- Lake County LEPC Project Specifications; and the
- Vendor’s Proposal Response.

7.16 NON-ENFORCEMENT BY THE LCLEPC

The Vendor shall not be excused from complying with any of the requirements of the Agreement because of any failure on the part of the Lake County LEPC, on any one or more occasions, to insist on the Vendor’s performance or to seek the Vendor’s compliance with any one or more of said terms or conditions.
7.17 CONFIDENTIALITY

This Request for Proposals, and any responses hereto, are subject to the Illinois Freedom of Information Act (5-ILCS-140).

7.18 RESPONSIBILITY & DEFAULT

The Vendor shall be required to assume responsibility for all items listed in this Request for Proposal. The designated point-of-contact identified in the submissions from the contracted vendor shall be considered the sole point of contact for purposes of this Agreement.

7.19 TAXES

The Lake County LEPC is recognized as a not-for-profit organization by the U.S. Internal Revenue Service and by the State of Illinois, and is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Lake County LEPC is exempt from state and local taxes.

7.20 EXCEPTIONS

The Vendor’s response must clearly state any exceptions taken to the terms of this RFP.

8.0 FORMS

8.1 REQUIRED Forms

The following forms MUST be completed and submitted with the proposal in accordance with the instructions given in RFP Section 2. Blank forms are attached.

Attachment A  Signature Affidavit (used as Proposal Cover Sheet)
Attachment B  Reference Data Sheet
Attachment D  Vendor Data Sheet
Attachment E  Cost Summary Page

8.2 OPTIONAL Form

The following form MAY be completed and submitted with the proposal in accordance with the instructions given in RFP Section 2. The blank form is attached.

Attachment C  Designation of Confidential and Proprietary Information
| NAME OF FIRM: |  |
| STREET ADDRESS: |  |
| CITY, STATE, ZIP |  |
| CONTACT PERSON: |  |
| PHONE #: |  |
| FAX #: |  |
| EMAIL: |  |

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the Lake County IL LEPC in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

________________________________________________________________________  
Signature                     Title

________________________________________________________________________  
Name (type or print)                     Date

☐ Addenda - This firm hereby acknowledges receipt / review of the following addendum(a) (If any)

Addendum #_____  Addendum #_____  Addendum #_____  Addendum #_____
## REFERENCE DATA SHEET

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document.

<table>
<thead>
<tr>
<th>NAME OF FIRM:</th>
<th>STREET ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>EMAIL:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE #:</th>
<th>FAX #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product(s) and/or Service(s) Used:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF FIRM:</th>
<th>STREET ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>EMAIL:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE #:</th>
<th>FAX #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product(s) and/or Service(s) Used:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF FIRM:</th>
<th>STREET ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>EMAIL:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE #:</th>
<th>FAX #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product(s) and/or Service(s) Used:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
The attached material submitted in response to this request includes proprietary and confidential information which qualifies as a trade secret, as provided in Illinois State Statute (5 ILCS 140/7-1-g). As such, we ask that certain pages, as indicated below, of this response be treated as confidential material and not be publicly released without our written approval. Attach additional sheets if needed.

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ This firm is not designating any information as a trade secret

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined as exempt from release in Title 5 of the Illinois Compiled Statutes, Chapter 140, Section 7(1)(g), as follows:

(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

The information included under this exemption includes all trade secrets and commercial or financial information obtained by a public body, including a public pension fund, from a private equity fund or a privately held company within the investment portfolio of a private equity fund as a result of either investing or evaluating a potential investment of public funds in a private equity fund. The exemption contained in this item does not apply to the aggregate financial performance information of a private equity fund, nor to the identity of the fund’s managers or general partners. The exemption contained in this item does not apply to the identity of a privately held company within the investment portfolio of a private equity fund, unless the disclosure of the identity of a privately held company may cause competitive harm.

Nothing contained in this paragraph (g) shall be construed to prevent a person or business from consenting to disclosure.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response will mean that all information provided as part of the proposal response will be open to examination or copying. The LCLEPC considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the LCLEPC harmless for damages arising out of the release of any information unless specifically identified above.

Signature __________________________________________________________________________

Title ______________________________________________________________________________

Name (type or print) __________________________________________________________________

Date ________________________________________________________________________________
# VENDOR DATA SHEET

**PLEASE NOTE:** This address will be used to determine local purchasing preference, if applicable. Mailing address where LCLEPC purchase orders/contracts are to be mailed:

<table>
<thead>
<tr>
<th>1. COMPANY NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>CITY:</td>
</tr>
<tr>
<td>TEL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Local Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if your firm/company has an established place of business located in Lake County, Illinois. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.</td>
</tr>
</tbody>
</table>

- [ ] YES
- [ ] NO

<table>
<thead>
<tr>
<th>3. Contact person in the event there are questions about your bid/proposal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
</tr>
<tr>
<td>TEL:</td>
</tr>
<tr>
<td>FAX:</td>
</tr>
</tbody>
</table>
Submitted in a separate envelope labeled **Cost Proposal** with the written proposal.

Provide breakdown of staff assigned to this project and the hourly rate to be charged to the LCLEPC for services, or alternatively a fixed price for services based on the established scope of work.

---

**Signature**

**Title**

**Name (type or print)**

**Date**