

REQUEST FOR PROPOSALS

RFP 20220509: Independent Financial Audit

Issue Date: 5/9/2022

1 **INTRODUCTION**

2
3 Region 1 Planning Council (**R1**) (also referred to as “Agency,”) requests a response from all qualified and responsible
4 Respondents for a yearly Independent Financial Audit. Respondant must be licensed to practice in the State of Illinois.
5 We invite vendors to submit a response with their qualifications for consideration.
6

7 Responses will be evaluated by an internal steering committee to determine if it has the required knowledge, expertise,
8 and experience to fulfill requirements. The Agency may, but is not required to, proceed with negotiations to determine
9 the budget, scope, and deliverables.
10

11 Responses that do not adhere to the requirements herein may not be considered. Please read the entire solicitation
12 package and submit a response in accordance with the instructions. All forms and signature areas contained in the
13 solicitation package must be completed in full.
14

15 **ABOUT R1**

16 Region 1 Planning Council (R1) is a *special-purpose, regional government agency*. Regional councils are public
17 organizations comprised of local elected officials that promote collaboration among local governments, working across
18 the jurisdictional silos of states, counties, and municipalities. R1 supports a well-informed, comprehensive dialogue that
19 holistically addresses regional issues by fulfilling the needs of government entities for long-range planning, securing
20 funding, and analyzing and providing data in support of regional projects and initiatives.
21

22 **SCOPE OF WORK**

23 Independent Financial Audit: The annual Independent financial audit is conducted following the close of the agency’s
24 fiscal year which runs from July 1 to June 30. This engagement will include the audit for three consecutive fiscal years,
25 including FY22 (July 1, 2021, to June 30, 2022), FY23 (July 1, 2022, to June 30, 2023) and FY24 (July 1, 2023 to June 30,
26 2024).
27

28 The independent financial audit should include a thorough review of the Agency’s financial and accountability system. At
29 the end of an audit the Respondent is expected to provide a report with any findings or recommendations to strengthen
30 the Agency’s accountability and financial processes. The Comprehensive Financial Audit should also include a
31 Consolidated Year End Financial Report (CYEFR) as part of “Other Supplementary Information”.

32 The Respondent should make the audit report available to the Agency in both hard copy (3) and .pdf. The Respondent
33 should design and prepare the report with the knowledge that it will be available for public consumption. A peer review
34 letter is required annually.
35

36 R1 uses Quickbooks as the current accounting software through FY22 but will be transitioning to Thomson Reuters CS
37 Accounting Software for FY23 and beyond.
38

39 R1 maintains 6 primary funds which includes 18 sub-funds and the amount of funds and sub-funds will likely increase. R1
40 had approximately \$4 million in revenues and \$3.6 million in expenses for Fiscal Year 2021.
41



42 Single Audit: A large portion of the Agency’s revenue comes from State and Federal grants, which require a Single Audit
43 to be performed annually to maintain compliance with funding requirements. Therefore, in addition to a Comprehensive
44 Annual Financial Report which includes a CYEFR, a Single Audit of grant funds needs to be performed.
45

46 Timeline: The audit is expected to be completed by November of the following fiscal year. The Respondent should
47 include a reasonable estimated start date to meet this timeline. The audit is presented to the governing board at the
48 mid-November meeting.
49

50 Agency Participation: The respondent will work primarily with the Staff Accountant and Director of Operations to access
51 records during the audit. All documents are maintained and submitted digitally. A conference room will be provided for
52 on-site visits.
53

54 **RESPONSE: QUALIFICATIONS**

55 *Your response should clearly identify the following information, preferably in the prescribed outline provided.*

56 **1. CONTACT INFORMATION:**

57 Vendor Name (dba and legal, if different)

- 58 • Description of current business
- 59 • Years in operation
- 60 • Number of staff
- 61 • Contact name
- 62 • Office Phone
- 63 • Mobile Phone
- 64 • Business Email

65 **1. DESCRIPTION OF QUALIFICATIONS.**

66 Respondent should provide information establishing its qualifications to perform the services requested, including those
67 listed above. Please provide qualifications of staff relevant to the delivery of services requested.

68 **2. WHERE SERVICES ARE TO BE PERFORMED**

- 69 a. Location where services will be performed
- 70 b. Percentage of contract services performed at this location

71 **3. REFERENCES:** Respondent must provide references from:

- 72 • three (3) established private firms, and
- 73 • three (3) government agencies,

74 other than the procuring Agency, who can attest to Respondent’s experience and ability to perform services subject to this
75 solicitation. Respondent must provide the name, contact information, and a description of the services provided.
76

77 **RESPONSE: STATEMENT OF WORK PROPOSAL**

78 *Your response should clearly identify the following information, preferably in the prescribed outline provided.*

79 **STATEMENT OF WORK.** Proposal describing the Respondent’s solution to meet the requirements of the solicitation.
80 Address the specific requirements described in the Scope of Work; identify proposed timeline and deliverables.
81
82

83 RESPONSE: PRICING PROPOSAL

- 84 1. **FORMAT OF PRICING:** Respondent’s price proposal shall serve as the basis for the compensation terms of the resulting
85 contract. Failure to submit pricing as shown in this section may render Respondent’s entire proposal non-responsive
86 and ineligible for award. Pricing will be based on the terms and conditions set forth in this solicitation.

87 Pricing shall be submitted for 2022, 2023, and 2024, including:

- 88 • Council Audit and Associated Work
- 89 • Single Audit
- 90 • Total
- 91 • Hourly rates, if applicable
- 92 • Disclosure of additional costs, if any

93 Indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation, invoice discounts
94 offered, expense reimbursements requested.

96 INSTRUCTIONS FOR SUBMISSION

- 97 1. **DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the single point of contact
98 for this solicitation. Unless otherwise directed, Respondents should only communicate with the Designated Contact. R1
99 shall not be held responsible for information provided by or to any other person. Suspected errors should be immediately
100 reported to the Designated Contact. Do not discuss, directly or indirectly, the solicitation or any Response with any officer
101 or employee other than the Designated Contact.

103 **Designated Contact:** Julia Halsted
104 127 N Wyman St, Ste 100, Rockford, IL 61101
105 jhalsted@r1planning.org

106 2. GENERAL PROCESS OF SOLICITATION

107 The following is a general description of the solicitation process. R1 may adjust this process, as needed, and makes no
108 assurance or representation regarding the timing or schedule of the process.

EVENT		DATE, TIME (CST)
1.	RFP Published	Mon, May 9, 2022
2.	Pre-submission Teleconference (<i>optional</i>)	n/a
3.	Pre-submission Questions Accepted	May 9 – 16, 2022
4.	Questions and Answers Posted	Wed, May 18, 2022
5.	Proposals Due and Opened	Tue, May 31, 2022, 9:00 am
6.	Responsiveness Determination	Wed, Jun 1, 2022
7.	Negotiation with Responsive and Responsible Respondents	June 1-10, 2022
8.	Selection of Preferred Response	Fri, Jun 10, 2022
9.	Additional Negotiation (<i>if necessary</i>)	Jun 10-20, 2022
10.	Notice of Award	Jun 20, 2022

- 110 3. **PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at a Pre-
111 Submission Conference, pertaining to this solicitation must be submitted in writing to the Designated Contact.
112 Questions received and R1 responses may be posted as an Amendment to the original solicitation on the website;

only these posted answers to questions shall be binding on R1. Respondents are responsible for monitoring for posted updates.

4. PRE-SUBMISSION CONFERENCE

In the posting, the Agency may schedule a Pre-Submission Conference as the “Pre-Bid Conference:”.

Is attendance at the Pre-Submission Conference mandatory? Yes No

If attendance is mandatory, Respondent (current Vendor included) will be disqualified and considered non-responsive if Respondent does not attend, is not on time, leaves early or fails to sign the attendance sheet. Respondent must allow adequate time to accommodate security screenings at the site.

5. SUBMISSION OF RESPONSE: Response must be received by the Due Date and Time specified herein by electronic bid response submitted through DemandStar.com. Responses will be downloaded at the time of response opening.

6. ORGANIZATION. Submissions are to be labeled as follows:

File	Contents
1	a) Qualifications b) Proposal/Statement of Work c) Acknowledgement of Terms <i>And, if applicable:</i> d) Request for Preference form e) Supplemental Materials (W-9, Permits, Licenses, Certificate of Insurance) f) Redacted Materials
2	a) Pricing Proposal (<i>must be separate from all other materials</i>)

7. EVALUATION: R1 determines how well Responses meet the Responsiveness requirements. R1 will rank Proposals, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Respondents who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

R1 evaluates three categories of information: Responsiveness, Responsibility, and Price. R1 considers the information provided and the quality of that information when evaluating Proposals. If R1 finds a failure or deficiency, R1 may reject the Proposal or reflect the failure or deficiency in the evaluation.

8. RESPONSIVENESS: A Responsive Respondent is one who submits a Proposal that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

- a. R1 will determine whether the Proposal meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet R1’s needs may be accepted or corrections allowed. If no Respondent meets a particular requirement, R1 may waive that requirement.
- b. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- c. R1 will determine whether the Proposal complied with the instructions for submitting Proposals. Except for late submissions, and other requirements that by law must be part of the submission, R1 may require that a Respondent correct deficiencies as a condition of further evaluation.

9. RESPONSIBILITY: A responsible Respondent is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. R1 determines whether the Respondent is a “responsible” Respondent; a Respondent with whom R1 can or should do business. For example, R1 may consider the following:

- a. A “prohibited bidder” includes any person assisting an employee of R1 by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these



149 documents. For purposes of this section, an employee of R1 means one who, by the nature of his or her duties,
150 has the authority to participate personally and substantially in the decision to award a contract. No such person
151 or business shall submit specifications to an agency unless requested to do so by R1. No person or business that
152 contracts with the agency to write specifications for a particular procurement need shall submit a bid or
153 proposal or receive a contract for that procurement need.

- 154 b. Nothing herein is intended to prohibit a vendor from bidding or a Proposal from suppling developing technology,
155 goods or services after providing R1 with a demonstration of the developing technology, goods, or services;
156 provided the subject of the demonstration to R1 represents industry trends and innovation and is not specifically
157 designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from submitting a bid
158 or Proposal or entering into a contract if the person or business: (i) initiates a communication with an employee
159 to provide general information about products, services, or industry best practices and, if applicable, that
160 communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii)
161 responds to a communication initiated by an employee of R1 for the purposes of providing information to
162 evaluate new products, trends, services, or technologies.
 - 163 c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political
164 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
165 performance in business or industry, references (including those found outside the Proposal), compliance with
166 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
167 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required
168 maintenance service or other matters relating to the Respondent's ability to deliver in the quality and quantity
169 within the time and price as specified in this solicitation.
 - 170 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure
171 performance of the contract and must provide proof upon request. R1 may require a performance bond if, in
172 the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the
173 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the
174 contract.
 - 175 e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.
- 176 **10. PRICE:** R1 identifies the the lowest priced Proposal that meets the responsibility and responsiveness requirements, viz.,
177 which proposal provides the smartest budget, accounting for projected development costs, carrying out the
178 statement of work to meet R1's specifications, and potential ownership, royalty arrangements, or other value added
179 offerings.

ACKNOWLEDGEMENT OF TERMS

Attached this form to your response.

1. **PUBLICATION:** R1 publishes procurement information, including solicitations, awards, and amendments, to its website <http://r1planning.org/procurement> and large purchases to DemandStar at www.demandstar.com. Respondent is responsible for monitoring the site for updated information. R1 will not be held responsible if Respondent fails to receive optional update notices. Use of DemandStar to submit a response is voluntary. R1 continues to accept responses outside DemandStar. If R1 provides information on its website that is different or in conflict with the information entered in DemandStar, then the information on the R1 website is presumed to represent R1's intent.
2. **TERM OF CONTRACT:** The prospective contract has an initial term of 36 months. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
 - a. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted in writing by the Agency.
 - b. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
 - c. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial term of the contract, unless otherwise provided in the pricing section. R1 may renew the contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of R1. The contract may neither renew automatically nor renew solely at the Vendor's option.
3. **RESPONDENT PERFORMANCE.** The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner as shall be judged and determined by R1-designated staff.
4. **TERMINATION FOR CAUSE:** R1 may terminate the contract, in whole or in part, immediately upon notice to the Vendor if: (a) R1 determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified R1 that it is unable or unwilling to perform the contract.
 - a. If Vendor fails to perform any material requirement of the contract to R1's satisfaction, it is in violation of a material provision of the contract. If R1 determines that the Vendor lacks the financial resources to perform the contract, then R1 shall provide written notice to the Vendor to cure the problem identified within the period of time specified in R1's written notice. If not cured by that date R1 may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
 - b. For termination due to any of the causes contained in this Section, R1 retains its rights to seek any available legal or equitable remedies and damages.
5. **TERMINATION FOR CONVENIENCE:** R1 may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate the contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with the contract up to and including the date of termination.
6. **AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. R1, at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the funding governmental entity decreases the Agency's funding by reserving some or all of the Agency's

225 appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable
226 based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of
227 appropriation or of a reduction or decrease.

228 7. PAYMENT TERMS AND CONDITIONS

- 229 a. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State of Illinois
230 Prompt Payment Act and rules when applicable. Payment terms contained in Vendor's invoices shall have no
231 force or effect.
- 232 b. **EXPENSES:** Prior to the execution of a contract by the Parties, even if the effective date of the contract is prior
233 to execution, R1 will not pay for supplies provided or services rendered, including related expenses, incurred.
- 234 c. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract,
235 (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors
236 according to the terms of their respective contracts, and (iv) provide lien waivers to R1 upon request. Examples
237 of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds
238 services, site technician services, natural resource services, security guard and food services. The prevailing
239 wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which
240 shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for
241 contacting DOL at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure
242 understanding of prevailing wage requirements.
- 243 d. **FEDERAL FUNDING:** The contract may be partially or totally funded with Federal funds. If Federal funds are
244 expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal
245 funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 246 e. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all
247 requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract.
248 Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any calendar
249 year must be submitted to R1 no later than July 10 of that calendar year; otherwise Vendor may be required
250 to seek payment through the Illinois Court of Claims.
- 251 f. Vendor shall not bill for any taxes unless accompanied by proof that R1 is subject to the tax. If necessary,
252 Vendor may request the applicable Agency's tax exemption information.
- 253 g. Vendor shall invoice at the completion of the contract. Exceptions to this term are allowed when, as identified
254 in the contract, invoicing is tied to milestones, deliverables, or other invoicing requirements agreed to therein.

255 8. **ASSIGNMENT:** The contract may not be assigned or transferred in whole or in part by Vendor without the prior
256 written consent of R1.

257 9. SUBCONTRACTING

- 258 a. Subcontractors are not allowed. A subcontractor is a person or entity that enters into a contractual agreement
259 with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois
260 Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real
261 property, remuneration, or other monetary forms of consideration that are the subject of the primary
262 contract, including subleases from a lessee of a contract. If subcontractors are to be utilized, Respondent must
263 identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the
264 expected amount of money each will receive.
- 265 ~~b. The Respondent shall notify R1 of any additional or substitute subcontractors hired during the term of the~~
266 ~~contract. If required, Respondent shall provide R1 a copy of all such subcontracts within fifteen (15) days after~~
267 ~~execution of the contract or the subcontract, whichever occurs later.~~

268 e.—Any subcontracts entered into prior to award of the contract are done at the sole risk of the Respondent and
269 subcontractor(s).

270 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered
271 by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance
272 of the contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all
273 authorized subcontractors to be utilized by Vendor in the performance of the contract, together with a description
274 of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor
275 is expected to receive pursuant to the contract. If required, Vendor shall provide a copy of any subcontracts within
276 fifteen (15) days after execution of the contract. All subcontracts must include the same certifications that Vendor
277 must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications
278 as shown on the Standard Certification form available from R1. If at any time during the term of the Contract,
279 Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the
280 Contract, R1 Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected
281 amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

282 **10. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the
283 performance of the contract and any subcontract necessary to support amounts charged to R1 pursuant the
284 contract or subcontract. Books and records, including information stored in databases or other computer systems,
285 shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under
286 the contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the
287 later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract
288 costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records
289 required to be maintained under this section shall be available for review or audit by representatives of: the
290 procuring Agency or other governmental entities with monitoring authority, upon reasonable notice and during
291 normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any
292 investigation conducted by any of these entities. Failure to maintain books and records required by this section
293 shall establish a presumption in favor of R1 for the recovery of any funds paid by R1 under the contract or any
294 subcontract for which adequate books and records are not available to support the purported disbursement. The
295 Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's
296 books and records. 30 ILCS 500/20-65.

297 **11. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of the contract. Vendor
298 shall continue to perform its obligations while any dispute concerning the contract is being resolved unless
299 otherwise directed by R1.

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

302 **13. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable
303 circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of
304 terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may
305 cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.

306 **14. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Proposal, if applicable, that
307 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
308 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or
309 information owned or maintained by the other Party in the course of carrying out its responsibilities under the
310 contract. Vendor shall presume all information received from R1 or to which it gains access pursuant to the
311 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure

312 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
313 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by
314 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.
315 The receiving Party must return any and all data collected, maintained, created or used in the course of the
316 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at
317 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing
318 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to
319 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any
320 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach
321 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party
322 without the use or benefit of the disclosing Party's confidential information.

323 **15. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the contract, whether written
324 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all
325 intellectual property and other laws. R1 does/does not waives its right to sole and exclusive ownership for all such
326 work, unless otherwise agreed in writing. Vendor acknowledges R1 may use the work product for any purpose.
327 Confidential data or information contained in such work shall be subject to the confidentiality provisions of the
328 contract.

329 **16. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless R1, its agencies, officers,
330 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,
331 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)
332 any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or
333 agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or
334 any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act,
335 activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual
336 or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise
337 violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither
338 Party shall be liable for incidental, special, consequential, or punitive damages.

339 **17. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or extensions, maintain
340 and provide a Certificate of Insurance naming R1 as an additional insured for all required bonds and insurance.
341 Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to R1. Vendor
342 shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined
343 Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including
344 Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of
345 \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance
346 shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

347 **18. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or
348 joint venturer with R1. All payments by R1 shall be made on that basis.

349 **19. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by R1 during the term of the
350 contract to perform any work under the contract. Vendor shall give notice immediately to the Agency's director if
351 Vendor solicits or intends to solicit R1 employees to perform any work under the contract.

352 **20. BACKGROUND CHECK:** Whenever R1 deems it reasonably necessary for security reasons, R1 may conduct, at its
353 expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or
354 agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of R1, does not pass
355 the background checks.

- 356 **21. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal,
357 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit
358 requirements in the performance of the contract. Vendor shall be in compliance with applicable tax requirements
359 and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions
360 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with
361 and is subject to the laws and rules of R1.
- 362 **22. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by
363 reference. 44 ADM. CODE 750.
- 364 **23. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 365 **24. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or
366 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney
367 General, Vendor shall assign to R1 all of Vendor's rights, title and interest in and to the claim or cause of action.
- 368 **25. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of R1 shall be the only entity responsible
369 for performance and payment under the contract. When an Agency representative signs, they do so as approving
370 officer and shall have no liability to Vendor.
- 371 **26. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as
372 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business
373 or any member of the unitary business group is an expatriated entity.
- 374 **27. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail
375 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall
376 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via
377 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.
378 Notices shall be sent to the individuals who signed the contract using the contact information following the
379 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving
380 notice, either Party may change its contact information.
- 381 **28. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by
382 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or
383 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to
384 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive
385 termination. In the event of a conflict between R1's and the Vendor's terms, conditions and attachments, R1's
386 terms, conditions, and attachments shall prevail.
- 387 **29. PERFORMANCE RECORD/SUSPENSION:** Upon request of R1, Vendor shall meet to discuss performance or provide
388 contract performance updates to help ensure proper performance of the contract. R1 may consider Vendor's
389 performance under the contract and compliance with law and rule to determine whether to continue the contract,
390 whether to suspend Vendor from doing future business with R1 for a specified period of time, or whether Vendor
391 can be considered responsible on specific future contract opportunities.
- 392 **30. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or
393 required to be provided to R1 are subject to the Illinois Freedom of Information Act notwithstanding any provision
394 to the contrary that may be found in the contract. 5 ILCS 140.
- 395 **31. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by R1
396 and performed in a manner that does not interfere with R1 and its personnel.
- 397 **32. WARRANTIES FOR SUPPLIES AND SERVICES**
- 398 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,
399 specifications, drawings, samples or descriptions furnished by R1 or furnished by the Vendor and agreed to

400 by R1, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good
401 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in
402 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and
403 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good
404 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other
405 intellectual property rights of any third party. Vendor agrees to reimburse R1 for any losses, costs, damages
406 or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the
407 supplies to meet such warranties.

408 b. Vendor shall ensure that all manufacturers' warranties are transferred to R1 and shall provide to R1 copies of
409 such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,
410 and shall survive R1's payment, acceptance, inspection, or failure to inspect the supplies.

411 c. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient
412 and effective manner by trained and competent personnel. Vendor shall monitor the performance of each
413 individual and shall immediately reassign any individual who does not perform in accordance with the
414 contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract
415 or State policies.

416 **33. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify R1 of any event that
417 may have a material impact on Vendor's ability to perform the contract.

418 **34. EXCEPTIONS AND PROVISIONS.** Exceptions (*if applicable*) must be provided on the Acceptance of Terms form or
419 must be in a substantially similar format. R1 discourages taking exceptions. State law shall not be circumvented
420 by the exception process. Exceptions may result in rejection of the Proposal. Additional terms and conditions to
421 contracting may be submitted Supplemental Provisions.

422 Respondent agrees with the terms and conditions set forth in R1 Request for Proposal, including the standard
423 terms and conditions, provisions, certifications, and disclosures, with the following exceptions (if any). Requested
424 modifications to terms, conditions, or provisions here: _____
425 _____

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

427 Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties
428 and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation,
429 resulting contract, and Respondent's exceptions accepted by R1 thereto as set forth here

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35. RESPONDENT ACKNOWLEDGEMENT OF TERMS

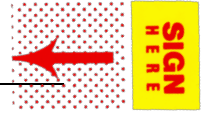
Respondent hereby acknowledges the terms as provided within the request for proposals.

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Position: _____

Date: _____



Required: Attach to submission

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REQUEST FOR PREFERENCE FORM

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois. Does Respondent make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies.

- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55). Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.
- Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35).
- Disabled Veterans (30 ILCS 500/45-57).
- Small Businesses (30 ILCS 500/45-45).
- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Gas Mileage (30 ILCS 500/45-40).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Fair Chance Hiring Practices
- State-Registered Vendor
- Certified BEP Vendor Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

Explanation of Preference Qualifications selected: _____

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Respondent's Name: _____

Date: _____



If applicable: include this form and related attachments

481 **DISCLOSURE OF SUBCONTRACTS**

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

484 ~~A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or~~
485 ~~more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the~~
486 ~~person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms~~
487 ~~of consideration that are the subject of the primary State contract, including subleases from a lessee of a State~~
488 ~~contract. All contracts with subcontractors must include Standard Certifications completed and signed by the~~
489 ~~subcontractor.~~

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

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

- 495 ~~• Subcontractor Name: _____~~
- 496 ~~_____ Anticipated/Estimated Amount to Be Paid: _____~~
- 497 ~~_____ Address: _____~~
- 498 ~~_____ Description of Work: _____~~

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

500 ~~4. For the subcontractors identified above, the Respondent must provide each subcontractor's Financial Disclosures~~
501 ~~and Conflicts of Interest to R1 as these are incorporated as a material term of the contract.~~

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

- 505 ~~Firm/Government Agency (name): _____~~
- 506 ~~Contact Person (name, email address, address, and phone): _____~~
- 507 ~~Date of Supplies/Services Provided: _____~~
- 508 ~~Type of Supplies/Services Provided: _____~~

510 ~~Respondent Name: _____~~

511 ~~Return Mailing Address: _____~~

512 ~~Email Address: _____~~

513
514 **If applicable: include this section and related attachments in File**