

REQUEST FOR PROPOSALS

RFP 20220426: Riverside Boulevard Bicycle/Pedestrian Path Feasibility Study

Issue Date: 4/26/2022

INTRODUCTION

Region 1 Planning Council (R1) (also referred to as “Agency,”) requests a response from all qualified and responsible respondents for conducting a feasibility study for placement of a bicycle/pedestrian path on or adjacent to Riverside Boulevard and the bridge over the I-90 Tollway, connecting the Perryville Bicycle Path to the Sportscore II complex (see Figure 1 for project extent). As the Metropolitan Planning Organization (MPO) for the Rockford Region, R1 is responsible for regional transportation planning in the designated Metropolitan Planning Area (MPA). Planning goals include: increasing the safety of the transportation system for motorized and non-motorized users, increasing the accessibility and mobility options available to people, and enhancing travel and tourism. The location of the I-90 Tollway disconnects bicycle and pedestrian traffic east and west of the roadway from both the City of Rockford and Loves Park. Installation of a bicycle/pedestrian path would allow for connecting the Perryville Path on the west side of I-90 to the Sportscore II complex, the baseball stadium, the hospital and other commercial developments on the east side of the Tollway, while also improving pedestrian safety and security. Winnebago County maintains E Riverside Boulevard across the bridge as County Highway 55, and is the lead agency on this project. On behalf of Winnebago County, R1 invites vendors to submit a response with their qualifications for consideration.

Figure 1. Riverside Boulevard Bicycle/Pedestrian Path Study Area



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

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24 Responses that do not adhere to the requirements herein may not be considered. Please read the entire solicitation
25 package and submit a Response in accordance with the instructions. All forms and signature areas contained in the
26 solicitation package must be completed in full.
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28 ABOUT R1

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

- 36 1. **RESPONDENT QUALIFICATIONS.** The respondent must have significant knowledge, expertise, and experience
37 working on site feasibility studies, roadway and bridge infrastructure, and demonstrate familiarity with Illinois
38 State Toll Highway Authority (Tollway) location, design and construction guidelines.
- 39 2. **SPECIFIC REQUIREMENTS.** The following are services and equipment to be provided, resource requirements,
40 etc., at a minimum:
- 41 • The development of a comprehensive feasibility study that address infrastructure needs and
42 requirements at the proposed location to allow for construction of a bicycle/pedestrian path and bridge
43 from the Perryville Path on the west of the I-90 tollway to the Sportscore II complex and hospital on the
44 east side of the Tollway (see attached map for project extent). Such a path will improve pedestrian
45 safety and security along this section of Riverside Boulevard. The study shall be consistent with Tollway
46 requirements and guidelines.
 - 47 • A site feasibility study that includes the following (minimum):
 - 48 ○ Introduction consisting of background information, purpose, regional context, study area, etc.;
 - 49 ○ Utility infrastructure information and challenges;
 - 50 ○ Site topography and floodplain information;
 - 51 ○ Environmental conditions;
 - 52 ○ Placement options and challenges;
 - 53 ○ Land Use and zoning;
 - 54 ○ Preliminary Cost Estimates for proposed options.
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56 RESPONSE: QUALIFICATIONS

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

59 1. CONTACT INFORMATION:

60 Vendor Name (dba and legal, if different)

- 61 • Description of current business
- 62 • Years in operation
- 63 • Number of staff
- 64 • Contact name
- 65 • Office Phone
- 66 • Mobile Phone



- Business Email

1. DESCRIPTION OF QUALIFICATIONS. Provide information establishing qualifications to perform the services requested. Include qualifications of staff relevant to the delivery of services requested.

2. WHERE SERVICES ARE TO BE PERFORMED

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

3. REFERENCES: Respondent must provide references from:

- three (3) established private firms, and
- three (3) government agencies, other than the procuring Agency, who can attest to Respondent’s experience and ability to perform services subject to this solicitation. Respondent must provide the name, contact information, and a description of the services provided. Preference may be provided to firms with prior experience on similar Tollway projects, but is not required.

RESPONSE: STATEMENT OF WORK PROPOSAL

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

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

RESPONSE: PRICING PROPOSAL

1. FORMAT OF PRICING:

- a) Respondent’s price proposal shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Respondent’s entire Proposal non-responsive and ineligible for award. Pricing will be based on the terms and conditions set forth in this solicitation.
- b) Pricing shall be submitted in the following format:
 - Project budget for each phase, if proposed
 - Most recent Annual Financial Report

2. OTHER DETAILS: Indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation, invoice discounts offered, expense reimbursements requested.

INSTRUCTIONS FOR SUBMISSION

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

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



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2. GENERAL PROCESS OF SOLICITATION

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

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| EVENT | | DATE, TIME (CST) |
|-------|---|-------------------------------|
| 1. | RFP Published | Tuesday, April 26, 2022 |
| 2. | Pre-submission Teleconference <i>(optional)</i> | n/a |
| 3. | Pre-submission Questions Accepted | April 26 – May 2, 2022 |
| 4. | Questions and Answers Posted | Tuesday, May 3, 2022 |
| 5. | Proposals Due and Opened | Monday, May 23, 2022, 9:00 am |
| 6. | Responsiveness Determination | Tuesday, May 24, 2022 |
| 7. | Negotiation with Responsive and Responsible Respondents | May 24 – June 10, 2022 |
| 8. | Selection of Preferred Response | June 13, 2022 |
| 9. | Additional Negotiation <i>(if necessary)</i> | June 10-June 20, 2022 |
| 10. | Notice of Award | June 20, 2022 |

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3. PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE: All questions, other than questions raised at a Pre-Submission Conference, pertaining to this solicitation must be submitted *in writing* to the Designated Contact. 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.

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4. PRE-SUBMISSION CONFERENCE

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

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

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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.

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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.

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

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

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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.

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

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

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

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

- 148 a. A "prohibited bidder" includes any person assisting an employee of R1 by reviewing, drafting, directing, or
149 preparing any invitation for bids, a request for proposal, or request of information, or providing similar
150 assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these
151 documents. For purposes of this section, an employee of R1 means one who, by the nature of his or her duties,
152 has the authority to participate personally and substantially in the decision to award a contract. No such person
153 or business shall submit specifications to an agency unless requested to do so by R1. No person or business that
154 contracts with the agency to write specifications for a particular procurement need shall submit a bid or
155 proposal or receive a contract for that procurement need.
- 156 b. Nothing herein is intended to prohibit a vendor from bidding or a Proposal from suppling developing technology,
157 goods or services after providing R1 with a demonstration of the developing technology, goods, or services;
158 provided the subject of the demonstration to R1 represents industry trends and innovation and is not specifically
159 designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from submitting a bid
160 or Proposal or entering into a contract if the person or business: (i) initiates a communication with an employee
161 to provide general information about products, services, or industry best practices and, if applicable, that
162 communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii)
163 responds to a communication initiated by an employee of R1 for the purposes of providing information to
164 evaluate new products, trends, services, or technologies.
- 165 c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political
166 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
167 performance in business or industry, references (including those found outside the Proposal), compliance with
168 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
169 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required
170 maintenance service or other matters relating to the Respondent's ability to deliver in the quality and quantity
171 within the time and price as specified in this solicitation.
- 172 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure
173 performance of the contract and must provide proof upon request. R1 may require a performance bond if, in

174 the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the
175 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the
176 contract.

177 e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.

178 **10. PRICE:** R1 identifies the lowest priced Proposal that meets the responsibility and responsiveness requirements, viz., which
179 proposal provides the smartest budget, accounting for projected development costs, carrying out the statement of
180 work to meet R1’s specifications, and potential ownership, royalty arrangements, or other value added offerings.

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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 12 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

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

229 7. PAYMENT TERMS AND CONDITIONS

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

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

258 9. SUBCONTRACTING

- 259 a. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement
260 with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois
261 Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real
262 property, remuneration, or other monetary forms of consideration that are the subject of the primary
263 contract, including subleases from a lessee of a contract. If subcontractors are to be utilized, Respondent must
264 identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the
265 expected amount of money each will receive.
- 266 b. The Respondent shall notify R1 of any additional or substitute subcontractors hired during the term of the
267 contract. If required, Respondent shall provide R1 a copy of all such subcontracts within fifteen (15) days after
268 execution of the contract or the subcontract, whichever occurs later.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

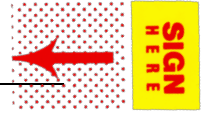
Respondent hereby acknowledges the terms as provided within the request for proposals.

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.

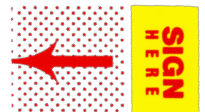
Explanation of Preference Qualifications selected: _____

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Respondent's Name: _____

Date: _____



If applicable: include this form and related attachments

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DISCLOSURE OF SUBCONTRACTS

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

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

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

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

- Subcontractor Name: _____
 Anticipated/Estimated Amount to Be Paid: _____
 Address: _____
 Description of Work: _____

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

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

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

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

Respondent Name: _____

Return Mailing Address: _____

Email Address: _____

If applicable: include this section and related attachments in File