



REQUEST FOR QUALIFICATIONS

RFP 20220429: Northern Illinois Land Bank Authority

Issue Date: 3/21/2022

1 **INTRODUCTION**

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3 The Northern Illinois Land Bank Authority (also referred to as “Land Bank,”) requests a response from all qualified and
4 responsible Respondents who have the capability, experience, capacity and financial wherewithal to **construct new**
5 **single-family houses**. At this time, up to two new houses would be built annually.

6
7 Responses will be evaluated on a rolling basis, as they are received to determine if the Respondent has the required
8 knowledge, expertise, and experience to potentially fulfill requirements. The Land Bank may, but is not required to,
9 proceed with negotiations to further determine 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 THE R1 LAND BANK**

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 The Illinois Housing Development Authority has awarded Region 1 Planning Council grant funding to form the Northern
23 Illinois Land Bank Authority. The Land Bank gives local governments more control over abandoned properties in their
24 communities.

25 **AVAILABLE PROPERTIES**

26 A number of potential sites with site control have been identified in Rockford, IL and Winnebago County but exact
27 locations of builds have not been determined. In general, the sites will be in neighborhoods near Rockford’s downtown
28 in areas that haven’t seen new construction for a number of years. Sites are considered buildable, some with previous
29 homes demolished on the site.

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33 **RESPONSE: QUALIFICATIONS**

34 The respondent must have significant knowledge, expertise, and experience in the construction field.

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

36 **1. CONTACT INFORMATION:**

37 Developer Name (dba and legal, if different)

- 38 • Description of current business:
- 39 • Years in operation:
- 40 • Number of staff:
- 41 • Contact name:
- 42 • Office Phone:
- 43 • Mobile Phone:
- 44 • Business Email:

45 **1. DESCRIPTION OF QUALIFICATIONS.** Provide information establishing qualifications to perform the services requested.

46 Include as much information as possible, but include the following:

- 47 • Number of homes built or rehabbed in past 3 years including location and price per square foot
- 48 • List of contractors and sub-contractors
- 49 • Also include expected availability in the next 2 years
- 50 • Financial capacity to build new construction in the next 2 years
- 51 • General list of other projects completed in last 3 years (new construction, rehabs, commercial, etc.)
- 52 • A understanding and experience with State of Illinois Prevailing Wage requirements, please include an explanation

54 **2. REFERENCES:** Respondent may provide references from:

- 55 • two (2) established private firms, and
- 56 • two (2) government agencies,
- 57 • two (2) homeowners of houses built or rehabbed by Respondent,

58 other than the procuring Agency, who can attest to Respondent’s experience and ability to perform services subject to this
59 solicitation. Respondent must provide the name, contact information, and a description of the services provided. This
60 could be a homeowner of a house built by Respondent.

62 **INSTRUCTIONS FOR SUBMISSION**

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

69 **Designated Contact:** Julia Halsted
 70 127 N Wyman St, Ste 100, Rockford, IL 61101
 71 jhalsted@r1planning.org



74 **2. GENERAL PROCESS OF SOLICITATION**

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

EVENT		DATE, TIME (CT)
1.	RFQ Published	Friday, April 29, 2022
3.	Pre-submission Questions Accepted	April 29 – May 6, 2022
4.	Questions and Answers Posted	Monday, May 16, 2022
5.	Responses Accepted Until	Monday, May 23, 2022, 9:00 am
6.	Statement of Qualifications	Monday, June 20, 2022

77 **3. PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at a Pre-
 78 Submission Conference, pertaining to this solicitation must be submitted *in writing* to the Designated Contact.
 79 Questions received and R1 responses may be posted as an Amendment to the original solicitation on the website;
 80 only these posted answers to questions shall be binding on R1. Respondents are responsible for monitoring for posted
 81 updates.

82 **4. PRE-SUBMISSION CONFERENCE**

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

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

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

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

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

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

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

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

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

100 a. R1 will determine whether the Response meets the stated requirements. Minor differences or deviations that
 101 have negligible impact on the price or suitability of the supply or service to meet R1’s needs may be accepted
 102 or corrections allowed. If no Respondent meets a particular requirement, R1 may waive that requirement.

- 103 b. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products
104 will be considered with proof that the other product meets stated specifications and is equivalent to the brand
105 product in terms of quality, performance and desired characteristics.
106 c. R1 will determine whether the Response complied with the instructions for submitting Responses. Except for
107 late submissions, and other requirements that by law must be part of the submission, R1 may require that a
108 Respondent correct deficiencies as a condition of further evaluation.

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

- 113 a. A “prohibited bidder” includes any person assisting an employee of R1 by reviewing, drafting, directing, or
114 preparing any invitation for bids, a request for Response, or request of information, or providing similar
115 assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these
116 documents. For purposes of this section, an employee of R1 means one who, by the nature of his or her duties,
117 has the authority to participate personally and substantially in the decision to award a contract. No such person
118 or business shall submit specifications to an agency unless requested to do so by R1. No person or business that
119 contracts with the agency to write specifications for a particular procurement need shall submit a bid or
120 Response or receive a contract for that procurement need.
- 121 b. Nothing herein is intended to prohibit a vendor from bidding or a Response from supplying developing
122 technology, goods or services after providing R1 with a demonstration of the developing technology, goods, or
123 services; provided the subject of the demonstration to R1 represents industry trends and innovation and is not
124 specifically designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from
125 submitting a bid or Response or entering into a contract if the person or business: (i) initiates a communication
126 with an employee to provide general information about products, services, or industry best practices and, if
127 applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement
128 Code or (ii) responds to a communication initiated by an employee of R1 for the purposes of providing
129 information to evaluate new products, trends, services, or technologies.
- 130 c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political
131 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
132 performance in business or industry, references (including those found outside the Response), compliance with
133 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
134 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required
135 maintenance service or other matters relating to the Respondent’s ability to deliver in the quality and quantity
136 within the time and price as specified in this solicitation.
- 137 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure
138 performance of the contract and must provide proof upon request. R1 may require a performance bond if, in
139 the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the
140 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the
141 contract.
- 142 e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.
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ACKNOWLEDGEMENT OF TERMS

Attach 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 undetermined. 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

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

193 **7. PAYMENT TERMS AND CONDITIONS**

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

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

222 **9. SUBCONTRACTING**

- 223 a. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement
224 with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois
225 Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real
226 property, remuneration, or other monetary forms of consideration that are the subject of the primary
227 contract, including subleases from a lessee of a contract. If subcontractors are to be utilized, Respondent must
228 identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the
229 expected amount of money each will receive.

230 **10. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the
231 performance of the contract and any subcontract necessary to support amounts charged to R1 pursuant the
232 contract or subcontract. Books and records, including information stored in databases or other computer systems,
233 shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under



234 the contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the
235 later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract
236 costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records
237 required to be maintained under this section shall be available for review or audit by representatives of: the
238 procuring Agency or other governmental entities with monitoring authority, upon reasonable notice and during
239 normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any
240 investigation conducted by any of these entities. Failure to maintain books and records required by this section
241 shall establish a presumption in favor of R1 for the recovery of any funds paid by R1 under the contract or any
242 subcontract for which adequate books and records are not available to support the purported disbursement. The
243 Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's
244 books and records. 30 ILCS 500/20-65.

- 245 **11. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of the contract. Vendor
246 shall continue to perform its obligations while any dispute concerning the contract is being resolved unless
247 otherwise directed by R1.
- 248 **12. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right
249 does not waive that Party's right to exercise or enforce that or other rights in the future.
- 250 **13. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable
251 circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of
252 terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may
253 cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.
- 254 **14. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Response, if applicable, that
255 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
256 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or
257 information owned or maintained by the other Party in the course of carrying out its responsibilities under the
258 contract. Vendor shall presume all information received from R1 or to which it gains access pursuant to the
259 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure
260 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
261 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by
262 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.
263 The receiving Party must return any and all data collected, maintained, created or used in the course of the
264 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at
265 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing
266 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to
267 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any
268 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach
269 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party
270 without the use or benefit of the disclosing Party's confidential information.
- 271 **15. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the contract, whether written
272 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all
273 intellectual property and other laws. R1 does not waives its right to sole and exclusive ownership for all such work,
274 unless otherwise agreed in writing. Vendor acknowledges R1 may use the work product for any purpose.
275 Confidential data or information contained in such work shall be subject to the confidentiality provisions of the
276 contract.

- 277 **16. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless R1, its agencies, officers,
278 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,
279 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)
280 any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or
281 agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or
282 any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act,
283 activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual
284 or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise
285 violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither
286 Party shall be liable for incidental, special, consequential, or punitive damages.
- 287 **17. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or extensions, maintain
288 and provide a Certificate of Insurance naming R1 as an additional insured for all required bonds and insurance.
289 Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to R1. Vendor
290 shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined
291 Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including
292 Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of
293 \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance
294 shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 295 **18. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or
296 joint venturer with R1. All payments by R1 shall be made on that basis.
- 297 **19. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by R1 during the term of the
298 contract to perform any work under the contract. Vendor shall give notice immediately to the Agency's director if
299 Vendor solicits or intends to solicit R1 employees to perform any work under the contract.
- 300 **20. BACKGROUND CHECK:** Whenever R1 deems it reasonably necessary for security reasons, R1 may conduct, at its
301 expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or
302 agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of R1, does not pass
303 the background checks.
- 304 **21. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal,
305 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit
306 requirements in the performance of the contract. Vendor shall be in compliance with applicable tax requirements
307 and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions
308 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with
309 and is subject to the laws and rules of R1.
- 310 **22. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by
311 reference. 44 ADM. CODE 750.
- 312 **23. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 313 **24. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or
314 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney
315 General, Vendor shall assign to R1 all of Vendor's rights, title and interest in and to the claim or cause of action.
- 316 **25. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of R1 shall be the only entity responsible
317 for performance and payment under the contract. When an Agency representative signs, they do so as approving
318 officer and shall have no liability to Vendor.

- 319 **26. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as
320 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business
321 or any member of the unitary business group is an expatriated entity.
- 322 **27. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail
323 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall
324 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via
325 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.
326 Notices shall be sent to the individuals who signed the contract using the contact information following the
327 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving
328 notice, either Party may change its contact information.
- 329 **28. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by
330 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or
331 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to
332 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive
333 termination. In the event of a conflict between R1's and the Vendor's terms, conditions and attachments, R1's
334 terms, conditions, and attachments shall prevail.
- 335 **29. PERFORMANCE RECORD/SUSPENSION:** Upon request of R1, Vendor shall meet to discuss performance or provide
336 contract performance updates to help ensure proper performance of the contract. R1 may consider Vendor's
337 performance under the contract and compliance with law and rule to determine whether to continue the contract,
338 whether to suspend Vendor from doing future business with R1 for a specified period of time, or whether Vendor
339 can be considered responsible on specific future contract opportunities.
- 340 **30. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or
341 required to be provided to R1 are subject to the Illinois Freedom of Information Act notwithstanding any provision
342 to the contrary that may be found in the contract. 5 ILCS 140.
- 343 **31. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by R1
344 and performed in a manner that does not interfere with R1 and its personnel.
- 345 **32. WARRANTIES FOR SUPPLIES AND SERVICES**
- 346 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,
347 specifications, drawings, samples or descriptions furnished by R1 or furnished by the Vendor and agreed to
348 by R1, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good
349 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in
350 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and
351 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good
352 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other
353 intellectual property rights of any third party. Vendor agrees to reimburse R1 for any losses, costs, damages
354 or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the
355 supplies to meet such warranties.
- 356 b. Vendor shall ensure that all manufacturers' warranties are transferred to R1 and shall provide to R1 copies of
357 such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,
358 and shall survive R1's payment, acceptance, inspection, or failure to inspect the supplies.
- 359 c. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient
360 and effective manner by trained and competent personnel. Vendor shall monitor the performance of each
361 individual and shall immediately reassign any individual who does not perform in accordance with the

contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

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

Reference the line number and state the modification such as “add,” “replace,” or “delete.”

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

35. RESPONDENT ACKNOWLEDGEMENT OF TERMS

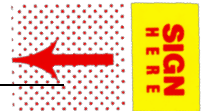
Respondent hereby acknowledges the terms as provided within the request for Responses.

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.

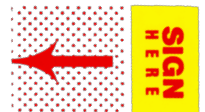
Explanation of Preference Qualifications selected: _____

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Respondent's Name: _____

Date: _____



If applicable: include this form and related attachments