

REQUEST FOR PROPOSALS

RFP [2023-10]: Section 319 Engineering/Design Services

Issue Date: 10/20/2023

1 INTRODUCTION

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3 Region 1 Planning Council (**R1**) (also referred to as “**Agency**,”) requests a response from all qualified and responsible
4 Respondents for engineering and design services for a bioswale and bioretention basin as part of a Section 319 grant
5 administered by Illinois Environmental Protection Agency. We invite vendors to submit a response with their
6 qualifications for consideration.
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8 Responses will be evaluated by an internal steering committee to determine if it has the required knowledge, expertise,
9 and experience to fulfill requirements. The Agency may, but is not required to, proceed with negotiations to determine
10 the budget, scope, and deliverables.
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12 Responses that do not adhere to the requirements herein may not be considered. Please read the entire solicitation
13 package and submit a Response in accordance with the instructions. All forms and signature areas contained in the
14 solicitation package must be completed in full.
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16 ABOUT R1

17 Region 1 Planning Council (R1) is a *special-purpose, regional government agency*. Regional councils are public
18 organizations comprised of local elected officials that promote collaboration among local governments, working across
19 the jurisdictional silos of states, counties, and municipalities. R1 supports a well-informed, comprehensive dialogue that
20 holistically addresses regional issues by fulfilling the needs of government entities for long-range planning, securing
21 funding, and analyzing and providing data in support of regional projects and initiatives.
22

23 SCOPE OF WORK

24 In August, 2023, Region 1 Planning Council received a Section 319 Grant from the Illinois Environmental Protection
25 Agency, that will result in two (2) nonpoint source pollution control best management practices improvements,
26 including one bioretention basin (Ken-Rock), and one bioswale (Park-ErWoods). R1 will execute an intergovernmental
27 agreement with the location property owner prior to notice of award to secure access for respondents.

28 Location maps for respondent review are attached as part of this request. A BMP will be located at the northeast corner
29 of Ken Rock Park, 2930 Bildahl Street, Rockford, IL 61109 (near 10th Street and Reed Avenue). A BMP will be located
30 south of the pond at Park-Er Woods, 6700 Claremont Street, Rockford, IL 61102 (immediately west of Lakewood Drive).

31 The design of each BMP shall include the following for implementation of one bioretention basin and one bioswale:

- 32 • All preliminary and final plans and specifications that include, but may not be limited to,
 - 33 ○ Cover, notes, existing conditions (to be provided) review, SE/SC, grading and drainage, planting plan,
34 and typical sections and details;
- 35 • An operation and maintenance plan for each BMP that will,
 - 36 ○ Ensure the long-term viability of each location for no less than ten (10) years from completion;
 - 37 ○ Identify inspection needs and management activities, including sediment and debris removal,
38 replacement of vegetation and hardware, and chemical treatment;
 - 39 ○ In consultation with R1 staff and stakeholders, identify coordinating and participating parties to carry
40 out inspection and management needs; and



- Identify financial resources necessary for implementation of the plan;
- A description of installation and construction techniques;
- Materials to be used, including plant species; and
- Preparation of BMP Documentation Form (Part 1) for submission to Illinois EPA by R1 staff.

The design of each BMP shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois.

The design of each BMP shall be certified by a registered professional engineer or NRCS staff.

Survey points (existing conditions) for each project location will be provided upon notice of award, and are not required. Post design construction management is not required. Except as noted, additional Section 319 grant administration is not required.

Preliminary design shall be completed no later than four to six (4 to 6) weeks after Notice of Award. Final design to be completed within two (2) weeks after review and comment by IEPA.

RESPONSE: QUALIFICATIONS

The respondent must have significant knowledge, expertise, and experience with the Section 319 Grant program and all required documentation forms, nonpoint source (NPS) pollution control best management practices (BMPs), design of bioswales and bioretention basins, materials and plant species to be used in BMPs, as well as long term operation and maintenance planning for bioswales and bioretention basins.

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

1. CONTACT INFORMATION:

Vendor Name (dba and legal, if different)

- Description of current business
- Years in operation
- Number of staff
- Contact name
- Office Phone
- 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.

82 **RESPONSE: STATEMENT OF WORK/PROPOSAL**

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

84 **STATEMENT OF WORK.** Proposal describing the Respondent’s solution to meet the requirements of the solicitation.
85 Address the specific requirements described in the Scope of Work; identify proposed timeline and deliverables.
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87 **RESPONSE: PRICING PROPOSAL**

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

91 Pricing shall be submitted in the following format:

- 92 • Respondents may, and are encouraged to, submit a combined price proposal for both project locations
93 based on scope of work requirements.
- 94 • If not combined, respondent must identify the best management practice location:
 - 95 • Bioretention basin (Ken Rock Park, northeast corner, 2930 Bildahl Street, Rockford IL, 61109)
 - 96 • Bioswale (Park-Er Woods, 6700 Claremont Street, Rockford IL, 61102)

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98 Indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation, invoice discounts
99 offered, expense reimbursements requested.
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101 **INSTRUCTIONS FOR SUBMISSION**

102 **1. DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the *single point of contact*
103 for this solicitation. Unless otherwise directed, Respondents should only communicate with the Designated Contact. R1
104 shall not be held responsible for information provided by or to any other person. Suspected errors should be immediately
105 reported to the Designated Contact. Do not discuss, directly or indirectly, the solicitation or any Response with any officer
106 or employee other than the Designated Contact.
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108 **Designated Contact:** Kayla Gipson
109 127 N Wyman St, Ste 100, Rockford, IL 61101
110 kgipson@r1planning.org

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121 **2. GENERAL PROCESS OF SOLICITATION**

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



EVENT		DATE, TIME (CST)
1.	RFP Published	Tuesday, October 24, 2023
2.	Pre-submission Teleconference <i>(optional)</i>	n/a
3.	Pre-submission Questions Accepted	October 24-31, 2023
4.	Questions and Answers Posted	Wednesday, November 1, 2023
5.	Proposals Due and Opened	Tuesday, November 21, 2023, 9:00 am
6.	Responsiveness Determination	Wednesday, November 29, 2023
7.	Negotiation with Responsive and Responsible Respondents	November 29-December 6, 2023
8.	Selection of Preferred Response	Friday, December 8, 2023
9.	Additional Negotiation <i>(if necessary)</i>	December 8-15, 2023
10.	Notice of Award	December 15, 2023

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 **by email** 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.

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) 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>

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 documents. For purposes of this section, an employee of R1 means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a contract. No such person or business shall submit specifications to an agency unless requested to do so by R1. No person or business that contracts with the agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.
- b. Nothing herein is intended to prohibit a vendor from bidding or a Proposal from suppling developing technology, goods or services after providing R1 with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to R1 represents industry trends and innovation and is not specifically designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or Proposal or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of R1 for the purposes of providing information to evaluate new products, trends, services, or technologies.
- c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Proposal), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Respondent’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure performance of the contract and must provide proof upon request. R1 may require a performance bond if, in the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.
- e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.

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



195 **ACKNOWLEDGEMENT OF TERMS**

196 *Attached this form to your response.*

- 197 1. **PUBLICATION:** R1 publishes procurement information, including solicitations, awards, and amendments, to its
198 website <http://r1planning.org/procurement> and large purchases to DemandStar at www.demandstar.com. Respondent is
199 responsible for monitoring the site for updated information. R1 will not be held responsible if Respondent fails to
200 receive update notices should they occur. If R1 provides information on its website that is different or in conflict
201 with the information entered in DemandStar, then the information on the R1 website is presumed to represent
202 R1’s intent.
- 203 2. **TERM OF CONTRACT:** The prospective contract has an initial term of **twelve (12) months**. If a start date is not
204 identified, then the term shall commence upon the last dated signature of the Parties.
- 205 a. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract
206 except when permitted in writing by the Agency.
- 207 b. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions,
208 exceed ten (10) years.
- 209 c. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial
210 term of the contract, unless otherwise provided in the pricing section. R1 may renew the contract for any or
211 all of the option periods specified, may exercise any of the renewal options early, and may exercise more than
212 one option at a time based on continuing need and favorable market conditions, when in the best interest of
213 R1. The contract may neither renew automatically nor renew solely at the Vendor’s option.
- 214 3. **RESPONDENT PERFORMANCE.** The vendor agrees to perform its obligations demonstrating quality
215 workmanship and completion of all work in a timely manner as shall be judged and determined by R1-
216 designated staff.
- 217 4. **TERMINATION FOR CAUSE:** R1 may terminate the contract, in whole or in part, immediately upon notice to the
218 Vendor if: (a) R1 determines that the actions or inactions of the Vendor, its agents, employees or subcontractors
219 have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified R1
220 that it is unable or unwilling to perform the contract.
- 221 a. If Vendor fails to perform any material requirement of the contract to R1’s satisfaction, it is in violation of a
222 material provision of the contract. If R1 determines that the Vendor lacks the financial resources to perform
223 the contract, then R1 shall provide written notice to the Vendor to cure the problem identified within the
224 period of time specified in R1’s written notice. If not cured by that date R1 may either: (a) immediately
225 terminate the contract without additional written notice or (b) enforce the terms and conditions of the
226 contract.
- 227 b. For termination due to any of the causes contained in this Section, R1 retains its rights to seek any available
228 legal or equitable remedies and damages.
- 229 5. **TERMINATION FOR CONVENIENCE:** R1 may, for its convenience and with thirty (30) days’ prior written notice to
230 Vendor, terminate the contract in whole or in part and without payment of any penalty or incurring any further
231 obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to
232 compensation for supplies and services provided in compliance with the contract up to and including the date of
233 termination.
- 234 6. **AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. R1, at
235 its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment
236 being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation
237 sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the



238 funding governmental entity decreases the Agency's funding by reserving some or all of the Agency's
239 appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable
240 based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of
241 appropriation or of a reduction or decrease.

242 **7. PAYMENT TERMS AND CONDITIONS**

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

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

271 **9. SUBCONTRACTING**

- 272 a. Subcontractors are not allowed. A subcontractor is a person or entity that enters into a contractual agreement
273 with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois
274 Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real
275 property, remuneration, or other monetary forms of consideration that are the subject of the primary
276 contract, including subleases from a lessee of a contract.

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

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

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

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

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

301 **14. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Proposal, if applicable, that
302 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
303 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or
304 information owned or maintained by the other Party in the course of carrying out its responsibilities under the
305 contract. Vendor shall presume all information received from R1 or to which it gains access pursuant to the
306 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure
307 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
308 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by
309 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.
310 The receiving Party must return any and all data collected, maintained, created or used in the course of the
311 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at
312 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing
313 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to
314 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any
315 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach
316 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party
317 without the use or benefit of the disclosing Party's confidential information.

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

324 **16. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless R1, its agencies, officers,
325 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,

326 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)
327 any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or
328 agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or
329 any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act,
330 activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual
331 or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise
332 violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither
333 Party shall be liable for incidental, special, consequential, or punitive damages.

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

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

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

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

351 **21. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal,
352 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit
353 requirements in the performance of the contract. Vendor shall be in compliance with applicable tax requirements
354 and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions
355 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with
356 and is subject to the laws and rules of R1.

357 **22. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by
358 reference. 44 ADM. CODE 750.

359 **23. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.

360 **24. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or
361 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney
362 General, Vendor shall assign to R1 all of Vendor's rights, title and interest in and to the claim or cause of action.

363 **25. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of R1 shall be the only entity responsible
364 for performance and payment under the contract. When an Agency representative signs, they do so as approving
365 officer and shall have no liability to Vendor.

366 **26. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as
367 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business
368 or any member of the unitary business group is an expatriated entity.

- 369 **27. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail
370 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall
371 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via
372 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.
373 Notices shall be sent to the individuals who signed the contract using the contact information following the
374 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving
375 notice, either Party may change its contact information.
- 376 **28. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by
377 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or
378 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to
379 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive
380 termination. In the event of a conflict between R1's and the Vendor's terms, conditions and attachments, R1's
381 terms, conditions, and attachments shall prevail.
- 382 **29. PERFORMANCE RECORD/SUSPENSION:** Upon request of R1, Vendor shall meet to discuss performance or provide
383 contract performance updates to help ensure proper performance of the contract. R1 may consider Vendor's
384 performance under the contract and compliance with law and rule to determine whether to continue the contract,
385 whether to suspend Vendor from doing future business with R1 for a specified period of time, or whether Vendor
386 can be considered responsible on specific future contract opportunities.
- 387 **30. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or
388 required to be provided to R1 are subject to the Illinois Freedom of Information Act notwithstanding any provision
389 to the contrary that may be found in the contract. 5 ILCS 140.
- 390 **31. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by R1
391 and performed in a manner that does not interfere with R1 and its personnel.
- 392 **32. WARRANTIES FOR SUPPLIES AND SERVICES**
- 393 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,
394 specifications, drawings, samples or descriptions furnished by R1 or furnished by the Vendor and agreed to
395 by R1, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good
396 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in
397 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and
398 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good
399 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other
400 intellectual property rights of any third party. Vendor agrees to reimburse R1 for any losses, costs, damages
401 or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the
402 supplies to meet such warranties.
- 403 b. Vendor shall ensure that all manufacturers' warranties are transferred to R1 and shall provide to R1 copies of
404 such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,
405 and shall survive R1's payment, acceptance, inspection, or failure to inspect the supplies.
- 406 c. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient
407 and effective manner by trained and competent personnel. Vendor shall monitor the performance of each
408 individual and shall immediately reassign any individual who does not perform in accordance with the
409 contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract
410 or State policies.

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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 Proposal. Additional terms and conditions to contracting may be submitted Supplemental Provisions.

Respondent agrees with the terms and conditions set forth in R1 Request for Proposal, 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.”

35. RESPONDENT ACKNOWLEDGEMENT OF TERMS

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 herein.

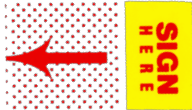
Respondent hereby acknowledges the terms as provided within the request for proposals.

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Position: _____

Date: _____



450 **Required: Attach to submission**

451 **REQUEST FOR PREFERENCE FORM**

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

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

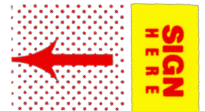
481 Explanation of Preference Qualifications selected: _____

482 Signature of Authorized Representative: _____

483 Printed Name of Signatory: _____

484 Respondent's Name: _____

485 Date: _____



486 **If applicable: include this form and related attachments**