



REQUEST FOR PROPOSAL (RFP) for:

Winnebago County Trustee Program Mowing

Issue Date: 11/07/2024

RFP Overview

Winnebago County Trustee Program Mowing

SCOPE OF WORK

Region 1 Planning Council (R1) is the appointed Agent to the Winnebago County Trustee. In an effort to maintain a standard of quality on lots owned by the Winnebago County Trustee, the program provides funding for the mowing of lots. **The contractor for this proposal will perform mowing services for R1 at parcels owned by the Winnebago County Trustee.**

The majority of County Trustee parcels are vacant lots, although there are some parcels with structures. **We estimate about 250 parcels to be mowed**; however, this is not guaranteed, and is expected to fluctuate as properties are moved into and out of the program. The number of parcels is expected to decrease throughout the course of the contract, as properties exit the program or are maintained by adjacent property owners. A **standard** lot is less than 1/3 acre in size, a **medium** lot is 1/3 acre to 1 acre, and a **large** lot is 1 acre to 2.5 acres. Most parcels are on the west and south sides of Rockford; however, there are some lots outside of the city. Pricing proposals may include pricing by zip code or city.

For purposes of this proposal, **mowing shall include the following:**

- **Mowing** grass to approximately 3-4 inches in height (if grass is less than 5 inches in length, the contractor shall not mow the parcel and notify the Land Bank Coordinator, or designee, as soon as possible)
- **Trimming** around trees, fence lines, retaining walls, etc. to maintain proper length of all grass/weeds on lot
- Removing small, loose debris and litter from the path of mowers prior to mowing
- Reporting **large debris** (trees, couches, tires, etc.) to the Land Bank Coordinator, or designee, *and* mowing around large debris if unable to remove
- Directing mower discharge away from streets and sidewalks, evenly distributing grass clippings throughout lot (no clumping or rows left by mower)
- After mowing, removing grass clippings from sidewalks, streets, and other paved areas

EQUIPMENT NEEDED

The contractor should submit a list of **equipment** available (riding mowers, walk-behind mowers, string trimmers, hand tools, leaf blowers, vehicles, trailers, etc.) for completing the scope of work, and a **contingency plan** should equipment malfunction, breakdown, etc. Please note if the contractor has the ability/equipment necessary to remove **large debris** (trees, couches, tires, etc.).

PAYMENT AND REPORTING

The contractor must use an accessible email or cloud-based storage system to track work and share progress updates with R1. Invoices should include the following information:

- **Date** work was completed
- **Address** of property
- Photo of property condition **before** work
- Photo of property condition **after** work

Note: Geotagged and time/date stamped photos are acceptable and can be saved on a shared, cloud-based drive (Google Drive, Dropbox, etc.).

The first date, and all subsequent mowing dates, shall be provided by the Land Bank Coordinator or designee, based on the growth of grass and weather conditions. The duration of responsibilities under this contract herein specified shall be completed on an ongoing basis throughout 2025.

EVALUATION AND SCORING CRITERIA

The criteria listed below will be used in the evaluation of proposals:

1. **Price:** The price per parcel. **(75 points)**
2. **Work history and ability:** A comprehensive outline of services, deliverables, equipment, and timelines. (i.e., what is the expected timeline for the contractor to mow 150 lots within the City of Rockford?) **(15 points)**
3. **Reporting:** The ease of reporting. Include a description of the contractor's reporting process and/or a sample invoice. **(5 points)**
4. **References, community involvement, and social impact:** A strong list of references and a history of involvement in community development projects **(5 points)**

Final Submission Date: 12/13/2024

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REQUEST FOR PROPOSALS

RFP [YEAR-MO]: Click or tap here to enter text.

Issue Date: Click or tap to enter a date.

1 **INTRODUCTION**

2
3 Region 1 Planning Council (**R1**) (also referred to as “**Agency**,”) requests a response from all qualified and responsible
4 Respondents for Winnebago County Trustee and Land Bank Mowing Program We invite vendors to submit a response
5 with their qualifications for consideration.
6

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

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

15 **ABOUT R1**

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

22 **SCOPE OF WORK**

23 See “RFP Overview” attachment for detailed scope of work.
24

25 **RESPONSE: QUALIFICATIONS**

26 The respondent must have significant knowledge, expertise, and experience mowing lawns, preparing equipment,
27 moving tools to the work site, maintaining a safe work environment, and excellent organizational time management,
28 and reporting skills.

29
30 *Your response should clearly identify the following information, preferably in the prescribed outline provided.*

31 **1. CONTACT INFORMATION:**

32 Vendor Name (dba and legal, if different)

- 33 • Description of current business
- 34 • Years in operation
- 35 • Number of staff
- 36 • Contact name
- 37 • Office Phone
- 38 • Mobile Phone
- 39 • Business Email

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

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

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

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

- 46 • three (3) established private firms, and/or three (3) government agencies,

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

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

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

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

55 **RESPONSE: PRICING PROPOSAL**

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

59 Pricing shall be submitted in the following format:

- 60 • Price per lot
- 61 • _____
- 62 • _____



63

64 INSTRUCTIONS FOR SUBMISSION

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

70

71 **Designated Contact:** Kayla Gipson
 72 127 N Wyman St, Ste 100, Rockford, IL 61101
 73 kgipson@r1planning.org

74

75 2. GENERAL PROCESS OF SOLICITATION

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

EVENT		DATE, TIME (CST)
1.	RFP Published	Thursday, November 7, 2024
2.	Pre-submission Teleconference (<i>optional</i>)	n/a
3.	Pre-submission Questions Accepted	November 7-15, 2024
4.	Questions and Answers Posted	Monday, November 18, 2024
5.	Proposals Due and Opened	Friday, December 13, 2024, 9:00 am
6.	Responsiveness Determination	Friday, January 10, 2025
7.	Negotiation with Responsive and Responsible Respondents	January 10-17, 2025
8.	Selection of Preferred Response	Monday, January 20, 2025
9.	Additional Negotiation (<i>if necessary</i>)	January 20-31, 2025
*10.	Notice of Award	Monday, February 3, 2025

78 *Requires board approval

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

84 3. PRE-SUBMISSION CONFERENCE

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

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

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



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

93 **5. ORGANIZATION.** Submissions are to be labeled as follows:

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

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

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

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

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

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

- 116 a. A “prohibited bidder” includes any person assisting an employee of R1 by reviewing, drafting, directing, or
 117 preparing any invitation for bids, a request for proposal, or request of information, or providing similar
 118 assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of
 119 these documents. For purposes of this section, an employee of R1 means one who, by the nature of his or her
 120 duties, has the authority to participate personally and substantially in the decision to award a contract. No
 121 such person or business shall submit specifications to an agency unless requested to do so by R1. No person or

122 business that contracts with the agency to write specifications for a particular procurement need shall submit
123 a bid or proposal or receive a contract for that procurement need.

- 124 b. Nothing herein is intended to prohibit a vendor from bidding or a Proposal from suppling developing
125 technology, goods or services after providing R1 with a demonstration of the developing technology, goods, or
126 services; provided the subject of the demonstration to R1 represents industry trends and innovation and is not
127 specifically designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from
128 submitting a bid or Proposal or entering into a contract if the person or business: (i) initiates a communication
129 with an employee to provide general information about products, services, or industry best practices and, if
130 applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement
131 Code or (ii) responds to a communication initiated by an employee of R1 for the purposes of providing
132 information to evaluate new products, trends, services, or technologies.
- 133 c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political
134 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
135 performance in business or industry, references (including those found outside the Proposal), compliance with
136 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
137 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide
138 required maintenance service or other matters relating to the Respondent's ability to deliver in the quality and
139 quantity within the time and price as specified in this solicitation.
- 140 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure
141 performance of the contract and must provide proof upon request. R1 may require a performance bond if, in
142 the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the
143 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under
144 the contract.
- 145 e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.
- 146 9. **PRICE:** R1 identifies the the lowest priced Proposal that meets the responsibility and responsiveness requirements, viz.,
147 which proposal provides the smartest budget, accounting for projected development costs, carrying out the
148 statement of work to meet R1's specifications, and discounts, potential ownership, royalty arrangements, or other
149 value added offerings.

151 **ACKNOWLEDGEMENT OF TERMS**

152 *Attached this form to your response.*

- 153 1. **PUBLICATION:** R1 publishes procurement information, including solicitations, awards, and amendments, to its
154 website <http://r1planning.org/procurement> and large purchases to DemandStar at www.demandstar.com. Respondent is
155 responsible for monitoring the site for updated information. R1 will not be held responsible if Respondent fails
156 to receive update notices should they occur. If R1 provides information on its website that is different or in
157 conflict with the information entered in DemandStar, then the information on the R1 website is presumed to
158 represent R1’s intent.
- 159 2. **TERM OF CONTRACT:** The prospective contract has an initial term of 12 months . If a start date is not identified,
160 then the term shall commence upon the last dated signature of the Parties.
- 161 a. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the
162 contract except when permitted in writing by the Agency.
- 163 b. In no event will the total term of the contract, including the initial term, any renewal terms and any
164 extensions, exceed ten (10) years.
- 165 c. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial
166 term of the contract, unless otherwise provided in the pricing section. R1 may renew the contract for any or
167 all of the option periods specified, may exercise any of the renewal options early, and may exercise more
168 than one option at a time based on continuing need and favorable market conditions, when in the best
169 interest of R1. The contract may neither renew automatically nor renew solely at the Vendor’s option.
- 170 3. **RESPONDENT PERFORMANCE.** The vendor agrees to perform its obligations demonstrating quality
171 workmanship and completion of all work in a timely manner as shall be judged and determined by R1-
172 designated staff.
- 173 4. **TERMINATION FOR CAUSE:** R1 may terminate the contract, in whole or in part, immediately upon notice to the
174 Vendor if: (a) R1 determines that the actions or inactions of the Vendor, its agents, employees or subcontractors
175 have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified
176 R1 that it is unable or unwilling to perform the contract.
- 177 a. If Vendor fails to perform any material requirement of the contract to R1’s satisfaction, it is in violation of a
178 material provision of the contract. If R1 determines that the Vendor lacks the financial resources to perform
179 the contract, then R1 shall provide written notice to the Vendor to cure the problem identified within the
180 period of time specified in R1’s written notice. If not cured by that date R1 may either: (a) immediately
181 terminate the contract without additional written notice or (b) enforce the terms and conditions of the
182 contract.
- 183 b. For termination due to any of the causes contained in this Section, R1 retains its rights to seek any available
184 legal or equitable remedies and damages.
- 185 5. **TERMINATION FOR CONVENIENCE:** R1 may, for its convenience and with thirty (30) days’ prior written notice to
186 Vendor, terminate the contract in whole or in part and without payment of any penalty or incurring any further
187 obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to
188 compensation for supplies and services provided in compliance with the contract up to and including the date of
189 termination.

190 **6. AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. R1,
191 at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further
192 payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an
193 appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS
194 500/20-60), (2) the funding governmental entity decreases the Agency's funding by reserving some or all of the
195 Agency's appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or
196 advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the
197 failure of appropriation or of a reduction or decrease.

198 **7. PAYMENT TERMS AND CONDITIONS**

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

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

229 **9. SUBCONTRACTING**

230 a. Subcontractors are not allowed. A subcontractor is a person or entity that enters into a contractual
231 agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the
232 Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services,
233 real property, remuneration, or other monetary forms of consideration that are the subject of the primary
234 contract, including subleases from a lessee of a contract. If subcontractors are to be utilized, Respondent
235 must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose
236 the expected amount of money each will receive.

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

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

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

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

262 **14. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Proposal, if applicable, that
263 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
264 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or
265 information owned or maintained by the other Party in the course of carrying out its responsibilities under the
266 contract. Vendor shall presume all information received from R1 or to which it gains access pursuant to the
267 contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure
268 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
269 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by

law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 279 **15. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the contract, whether written
280 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all
281 intellectual property and other laws. R1 does not waive its right to sole and exclusive ownership for all such
282 work, unless otherwise agreed in writing. Vendor acknowledges R1 may use the work product for any purpose.
283 Confidential data or information contained in such work shall be subject to the confidentiality provisions of the
284 contract.
- 285 **16. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless R1, its agencies, officers,
286 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages,
287 liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising
288 out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants
289 or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property,
290 or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any
291 act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any
292 actual or alleged claim that the services or goods provided under the contract infringe, misappropriate, or
293 otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.
294 Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 295 **17. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or extensions, maintain
296 and provide a Certificate of Insurance naming R1 as an additional insured for all required bonds and insurance.
297 Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to R1.
298 Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence
299 (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability,
300 including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the
301 amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law.
302 Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 303 **18. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of,
304 or joint venturer with R1. All payments by R1 shall be made on that basis.
- 305 **19. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by R1 during the term of the
306 contract to perform any work under the contract. Vendor shall give notice immediately to the Agency's director
307 if Vendor solicits or intends to solicit R1 employees to perform any work under the contract.
- 308 **20. BACKGROUND CHECK:** Whenever R1 deems it reasonably necessary for security reasons, R1 may conduct, at its
309 expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or

310 agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of R1, does not
311 pass the background checks.

- 312 **21. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable
313 Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit
314 requirements in the performance of the contract. Vendor shall be in compliance with applicable tax
315 requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses
316 and permissions necessary for the performance of the contract. Furthermore, the contract shall be construed in
317 accordance with and is subject to the laws and rules of R1.
- 318 **22. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by
319 reference. 44 ADM. CODE 750.
- 320 **23. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 321 **24. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or
322 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney
323 General, Vendor shall assign to R1 all of Vendor's rights, title and interest in and to the claim or cause of action.
- 324 **25. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of R1 shall be the only entity
325 responsible for performance and payment under the contract. When an Agency representative signs, they do so
326 as approving officer and shall have no liability to Vendor.
- 327 **26. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as
328 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that
329 business or any member of the unitary business group is an expatriated entity.
- 330 **27. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail
331 whenever possible. If transmission via electronic mail is not possible, then notices and other communications
332 shall be given in writing via registered or certified mail with return receipt requested, via receipted hand
333 delivery, via courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of
334 successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information
335 following the signatures. Each such notice shall be deemed to have been provided at the time it is actually
336 received. By giving notice, either Party may change its contact information.
- 337 **28. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by
338 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable,
339 or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent
340 possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive,
341 shall survive termination. In the event of a conflict between R1's and the Vendor's terms, conditions and
342 attachments, R1's terms, conditions, and attachments shall prevail.
- 343 **29. PERFORMANCE RECORD/SUSPENSION:** Upon request of R1, Vendor shall meet to discuss performance or
344 provide contract performance updates to help ensure proper performance of the contract. R1 may consider
345 Vendor's performance under the contract and compliance with law and rule to determine whether to continue
346 the contract, whether to suspend Vendor from doing future business with R1 for a specified period of time, or
347 whether Vendor can be considered responsible on specific future contract opportunities.

- 348 **30. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or
 349 required to be provided to R1 are subject to the Illinois Freedom of Information Act notwithstanding any
 350 provision to the contrary that may be found in the contract. 5 ILCS 140.
- 351 **31. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours designated by R1
 352 and performed in a manner that does not interfere with R1 and its personnel.
- 353 **32. WARRANTIES FOR SUPPLIES AND SERVICES**
- 354 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,
 355 specifications, drawings, samples or descriptions furnished by R1 or furnished by the Vendor and agreed to
 356 by R1, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of
 357 good quality and workmanship, and free from defects for a period of twelve months or longer if so specified
 358 in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations,
 359 and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be
 360 of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright
 361 or other intellectual property rights of any third party. Vendor agrees to reimburse R1 for any losses, costs,
 362 damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from
 363 failure of the supplies to meet such warranties.
- 364 b. Vendor shall ensure that all manufacturers' warranties are transferred to R1 and shall provide to R1 copies
 365 of such warranties. These warranties shall be in addition to all other warranties, express, implied, or
 366 statutory, and shall survive R1's payment, acceptance, inspection, or failure to inspect the supplies.
- 367 c. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient
 368 and effective manner by trained and competent personnel. Vendor shall monitor the performance of each
 369 individual and shall immediately reassign any individual who does not perform in accordance with the
 370 contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the
 371 contract or State policies.
- 372 **33. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify R1 of any event that
 373 may have a material impact on Vendor's ability to perform the contract.
- 374 **34. EXCEPTIONS AND PROVISIONS.** Exceptions (*if applicable*) must be provided on the Acceptance of Terms form or
 375 must be in a substantially similar format. R1 discourages taking exceptions. State law shall not be circumvented
 376 by the exception process. Exceptions may result in rejection of the Proposal. Additional terms and conditions to
 377 contracting may be submitted Supplemental Provisions.
 378 Respondent agrees with the terms and conditions set forth in R1 Request for Proposal, including the standard
 379 terms and conditions, provisions, certifications, and disclosures, with the following exceptions (if any). Requested
 380 modifications to terms, conditions, or provisions here: _____
 381 _____
- 382 ***Reference the line number and state the modification such as "add," "replace," or "delete."***
- 383
- 384 **35. RESPONDENT ACKNOWLEDGEMENT OF TERMS**
- 385 Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the
 386 duties and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the
 387 solicitation, resulting contract, and Respondent's exceptions accepted by R1 thereto as set forth herein.

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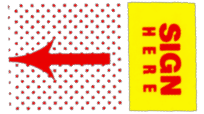
Respondent hereby acknowledges the terms as provided within the request for proposals.

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Position: _____

Date: _____



Required: Attach to submission

REQUEST FOR PREFERENCE FORM

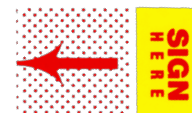
The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois. Does Respondent make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and 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: _____