



## REQUEST FOR PROPOSALS

RFP 2024-0916 Banking Services

Issue Date: 9/16/2024

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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 banking services. We invite vendors to submit a response with their qualifications for consideration.

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

9  
10 Responses that do not adhere to the requirements herein may not be considered. *Please read the entire solicitation*  
11 *package* and submit a response in accordance with the instructions. All forms and signature areas contained in the  
12 solicitation package must be completed in full.

13  
14 **ABOUT R1**

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

21  
22 **SCOPE OF WORK**

23 Banking Services: Standard checking accounts. R1 currently has 9 checking accounts. We are looking to consolidate and  
24 would need separate accounts for the following funds:

25  
26 GENERAL

27 NILBA

28 GIS

29 COG (North COG is a 501(c)(6))

30 WCRA (Winnebago County Rail Authority)

31 WINCO TRUSTEE – A WinnCo representative would also need access to this account

32 BOONE CO TRUSTEE – A Boone County Representative would also need access to this account

33 FOUNDATION

34  
35 We would like the accounts to be interest bearing. Options for interest-bearing accounts should be provided in the  
36 proposal packet. Please provide a list of local locations to make deposits.



38  
39 Credit Line:

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41 R1 currently has an open credit line of \$600,000 with the highest utilization rate being 30% in the past 2 years and paid  
42 off within 2 months. Financial statements will be made available. Please provide the credit line max and interest rate in  
43 the proposal

44  
45 Credit Card/P-Card:

46  
47 R1 will require business credit cards for no more than 2 users. Our current combined credit limit is \$50,000. Please  
48 provide details for Credit Cards in the proposal.

49  
50 Mortgage/Property Financing (potential):

51  
52 R1 will require periodic mortgage/property financing to support the ongoing work of the Northern Illinois Landbank.

53  
54 Fee Schedule:

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56 Periodically, R1 must do a wire transfer or utilize other services with the bank. Please provide an updated fee schedule  
57 which includes standard monthly or annual fees in the proposal.

58  
59 Agency Participation:

60  
61 The respondent will work the Director of Finance as the primary contact.

62  
63 **RESPONSE: QUALIFICATIONS**

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

65 **1. CONTACT INFORMATION.**

66 Contact information must include:

- 67 • Vendor Name (dba and legal, if applicable)
- 68 • Description of current business
- 69 • Years in operation
- 70 • Number of staff
- 71 • Contact name
- 72 • Office Phone
- 73 • Mobile Phone
- 74 • Business Email

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76 **2. DESCRIPTION OF QUALIFICATIONS.**

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

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

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

83 **PROPOSAL/STATEMENT OF WORK.** Proposal describing the Respondent’s solution to meet the requirements of the  
84 solicitation. Address the specific requirements described in the Scope of Work (pgs. 1-2); identify proposed timeline and  
85 deliverables.

86  
87 List of items to include in proposal (these can be separated out or combined in one file):

- 88
- 89 1. Interest Bearing Account Options
  - 90 2. List of Local Locations
  - 91 3. Credit Line Option
  - 92 4. Financing Options for potential Capital Asset Acquisitions
  - 93 5. Credit Card Options
  - 94 6. Mortgage/Property Financing
  - 95 7. Fee Schedule
  - 96 8. Standard Policies and Procedures
  - 97 a. Include Insurance options for funds in addition to FDIC levels

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99 *[continued, next page]*

100 **INSTRUCTIONS FOR SUBMISSION**

101 **1. DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the single point of contact  
102 for this solicitation. Unless otherwise directed, Respondents should only communicate with the Designated Contact. R1  
103 shall not be held responsible for information provided by or to any other person. Suspected errors should be immediately  
104 reported to the Designated Contact. Do not discuss, directly or indirectly, the solicitation or any Response with any officer  
105 or employee other than the Designated Contact.  
106

107 **Designated Contact:** Kayla Gipson  
108 127 N Wyman St, Ste 100, Rockford, IL 61101  
109 [kgipson@r1planning.org](mailto:kgipson@r1planning.org)

110  
111 **2. GENERAL PROCESS OF SOLICITATION**

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

EVENT		DATE, TIME (CST)
1.	RFP Published	Monday, September 16, 2024 @ 10am
2.	Pre-submission Teleconference ( <i>optional</i> )	n/a
3.	Pre-submission Questions Accepted	Through Monday, September 30 <sup>th</sup> , 2024
4.	Questions and Answers Posted	By Friday, October 4 <sup>th</sup> , 2024
5.	<b>Proposals Due and Opened</b>	<b>Monday, October 21<sup>st</sup>, 2024 @ 10 am</b>
6.	Responsiveness Determination	Tuesday, October 22, 2024
7.	Negotiation with Responsive and Responsible Respondents ( <i>if necessary</i> )	October 28 <sup>th</sup> -November 1 <sup>st</sup> , 2024
8.	Selection of Preferred Response	By Friday, November 8 <sup>th</sup> , 2024
9.	Board Approval	Thursday, November 14 <sup>th</sup> , 2024
10.	Notice of Award	By Monday November 18 <sup>th</sup> , 2024

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

119 **4. PRE-SUBMISSION CONFERENCE**

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

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

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

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

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128 *[continued, next page]*  
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6. ORGANIZATION. Submissions are to be labeled as follows:

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

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

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



165 designed to meet R1's needs. Nothing herein is intended to prohibit a person or business from submitting a bid  
166 or Proposal or entering into a contract if the person or business: (i) initiates a communication with an employee  
167 to provide general information about products, services, or industry best practices and, if applicable, that  
168 communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii)  
169 responds to a communication initiated by an employee of R1 for the purposes of providing information to  
170 evaluate new products, trends, services, or technologies.

- 171 c. Other factors that R1 may evaluate to determine responsibility include, but are not limited to: political  
172 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past  
173 performance in business or industry, references (including those found outside the Proposal), compliance with  
174 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of  
175 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required  
176 maintenance service or other matters relating to the Respondent's ability to deliver in the quality and quantity  
177 within the time and price as specified in this solicitation.
- 178 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of R1, to ensure  
179 performance of the contract and must provide proof upon request. R1 may require a performance bond if, in  
180 the opinion of R1, it ensures performance of the contract. R1 may terminate the contract, consistent with the  
181 termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the  
182 contract.
- 183 e. R1 may require that a Respondent correct any deficiencies as a condition of further evaluation.

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

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189 *[continued, next page]*

## ACKNOWLEDGEMENT OF TERMS

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

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

## 236 7. PAYMENT TERMS AND CONDITIONS

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

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

## 265 9. SUBCONTRACTING

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



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

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

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

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

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

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

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

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

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

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

347 **17. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or extensions, maintain  
348 and provide a Certificate of Insurance naming R1 as an additional insured for all required bonds and insurance.  
349 Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to R1. Vendor  
350 shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined  
351 Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including  
352 Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of  
353 \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance  
354 shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

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

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

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

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

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

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

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

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

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

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434 \_\_\_\_\_  
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438 **\*\*Reference the line number and state the modification such as "add," "replace," or "delete."\*\***

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**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.

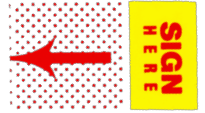
Respondent hereby acknowledges the terms as provided within the request for proposals.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



**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.

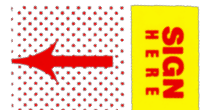
Explanation of Preference Qualifications selected: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Date: \_\_\_\_\_



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