

**DELTA INSTITUTE**

**Request for Proposal (RFP) and  
Specifications for Workforce Development  
Education Contractor**

**for the Emerald South Economic  
Development Collaborative**

**RFP Release**

**April 16, 2025 at 2:00 PM CST**

**PRE-PROPOSAL MEETING**

**April 23, 2025 at 3:00 PM CST**

**DEADLINE FOR QUESTIONS**

**April 30, 2025 at 5:00 PM CST**

**PROPOSALS DUE**

**May 13, 2025 at 5:00 PM CST**

**PREPARED BY**

Delta Institute

35 E. Wacker Drive, Suite 1760

Chicago, IL 60601

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# OVERVIEW

## About Delta Institute

Delta Institute is a 501(c)(3) organization. Delta Institute collaborates with communities to solve complex environmental challenges throughout the Midwest. We address Midwestern environmental, economic, and climate challenges today so that our home and region are more resilient, equitable, and innovative tomorrow.

## RFP Submittal Requirements

One **(1) digital original proposal** must be submitted.

The digital copy should be emailed to [hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org) and [jzouras@delta-institute.org](mailto:jzouras@delta-institute.org).

The digital proposal should be received by Delta Institute before **Tuesday, May 13, 2025 at 5:00 PM CST.**

## Pre-Proposal Meeting

Delta Institute will hold a pre-proposal meeting on **Wednesday, April 23, 2025 at 3:00 PM CST.**

The meeting will include a summary of the project, proposal process, and review of prospective proposer's questions.

Participants can join the meeting by clicking on the Microsoft Teams link below:

## [Join the meeting now](#)

Meeting ID: 242 989 660 975

Passcode: kN25dJ9f

## Questions

For any questions regarding the RFP, please email Helen Hardy, Delta Institute at [hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org). All questions must be received by **Wednesday, April 30, 2025 at 5:00 PM CST.**

All questions will be answered and issued to all companies that are on the RFP holders list. If you are unsure if you are on the RFP holder's list, please contact Helen Hardy, Delta Institute, Phone: 312-554-0900 ext. 11 or email: [hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org) to confirm.

# PROJECT DESCRIPTION

## Background

Communities on the south and west sides of Chicago continue to be disproportionately impacted by the impacts of climate change and flooding, coupled with long-standing disinvestment, systemic injustices, degraded infrastructure, and lack of access to nature. As climate change impacts continue to accelerate, increased problems related to urban flooding, stormwater runoff, and infrastructure limitations all threaten public health, water quality, economic opportunity, and quality of life. These factors compound efforts by Chicago communities—especially those on the South Side—who are pursuing economic and environmental recovery from these systemic failings and legacy injustices.

Additionally, the Chicago Regional Trees Initiative's most recent tree census showed a continued loss of trees in South Side neighborhoods while also having hundreds of vacant/underutilized properties. This loss of tree canopy increases urban heat island effects, further threatening public health during extreme heat events, and the prevalence of impervious surfaces exacerbates stormwater runoff and localized flooding. Property values in South Side neighborhoods are impacted by poorly maintained and vacant lots, and there is a lack of access to employment opportunities and workforce development training, negatively impacting the economic wellbeing of residents.

## Project Overview

Delta Institute is working to improve environmental quality while also addressing unemployment in Chicago's South Side communities through several initiatives that support Emerald South's [Terra Firma](#) project—a project that focuses on the revitalization of vacant land primarily in the South Shore, Washington Park, and Woodlawn neighborhoods. As such, Delta intends to undertake the following four tasks:

1. Maintenance and improvement of the Terra Firma vacant lots
2. Community engagement and mapping
3. Workforce development
4. Rebuilding community garden capacity

## Workforce Development

This Request for Proposals is focused on Workforce Development (Task 3). This task focuses on overcoming employment barriers for residents in the South Shore, Washington Park, and Woodlawn communities. Delta seeks a contractor to manage and deliver adult Workforce Development Training to equip local residents with the skills needed to pursue careers in green infrastructure, landscaping, and environmental sustainability. Task 3 will align with the training needs identified while working on the maintenance and enhancement of vacant lots (Task 2). This approach ensures that the training program is tailored to the specific needs of the community, facilitating a seamless integration of workforce development and vacant lot revitalization efforts.

The contractor will also engage high school students from partner communities in experiential learning activities, raising their awareness about urban environmental challenges and green

infrastructure. Efforts will be designed to share, support, and equip young individuals with opportunities for personal and professional growth in potential sustainability-focused careers. The program will offer students a chance to become actively involved in environmental sustainability efforts as we hope these efforts may serve as a platform for high school students to become climate citizen scientists, actively contributing to the community while developing crucial skills and exploring environmental issues focusing on horticulture, urban agriculture, and forestry. The focus is on developing solutions for urban green infrastructure challenges posed by climate change and heat vulnerability.

Workforce Development (Task 3) project goals include:

- Developing a workforce development training program with opportunities for replication and scalable expansion.
- Training adults in skills directly applicable to green space maintenance and improvement, including hands-on field training opportunities.
- Creating a pipeline of skilled workers for [Terra Firma](#) projects and other local green initiatives.
- Fostering economic empowerment by creating pathways to long-term employment in green industries.
- Creating awareness among youth to explore sustainability-focused career paths.

Delivery of services will be in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. Successful vendors will provide the specified requirements in accordance with all applicable federal, state, and local laws, standards, and regulations necessary to perform the scope of services.

## Acknowledgements

This funding is provided through generous support of the Restore, Reinvest, and Renew (R3) Program by the Illinois Criminal Justice Information Authority (ICJIA).

## Project Scope

The selected firm(s) (hereinafter referred to as “Contractor”) shall serve as part of the Project Team. The maximum amount allocated for the Workforce Development scope of services is \$50,000. Based the scope outlined below, the Contractor shall either:

1. Deliver a new, standalone workforce development program, or
2. Integrate the scope into an existing training initiative.

Whether launching a dedicated program (Option 1) or augmenting current offerings (Option 2), the selected Contractor will provide adult and youth participants from Chicago’s South Shore, Washington Park, and Woodlawn neighborhoods with skill-building opportunities in green infrastructure, landscaping, and environmental sustainability. The proposed training must align with the goals and structure outlined in this scope below—delivering five months of in-class and hands-on fieldwork for adults, alongside engaging, exploratory learning for high school students. Contractors are encouraged to leverage their experience and existing programming to meet project goals efficiently while expanding access to long-term, meaningful employment pathways in the green infrastructure sector.

The scope of services includes three key aspects outlined and bolded, below. The Contractor will:

1. **Equip 20 adults with the skills needed to pursue careers in green infrastructure, landscaping, and environmental sustainability across 5 months over the summer and early fall of 2025.** Training must be completed from June until October 31, 2025, with the possibility of program expansion over the next two years. **Training will include both in-class and hands-on fieldwork components**, which will **1)** ensure participants are equipped with both foundational knowledge and essential certifications, enhancing their employability and readiness to work in environmental and landscaping sectors; and **2)** give participants practical experience to apply what they've learned in a real-world setting, providing valuable skills that are directly transferable to green infrastructure projects and related job opportunities.

**Training topics may include:**

- Landscaping and native gardening fundamentals for urban lots - Common species identification and care of native and adaptive plants suited for Chicago's climate, sustainable landscaping techniques for vacant lots and urban green spaces, and seasonal tree care, trimming, pruning, and mowing
  - Invasive species management in urban environments - Identification and removal methods for common invasive species found in Chicago, restoration of native habitats and promoting biodiversity
  - Soil health and assessment - Assessing soil contamination and nutrient levels, soil remediation and improvement techniques, composting, mulching, and soil amendments
  - Land stewardship and site management - Basic carpentry and small-scale infrastructure repairs for community lots, conducting routine weed control and site maintenance to prevent illegal dumping and erosion, stormwater management
  - Safety and professional development - First Aid/CPR, OSHA, Pesticide Applicator License, or HAZWOPER training specific to outdoor, urban worksites, proper use, maintenance, and storage of landscaping tools and machinery, career development in environmental sustainability, including financial literacy, job placement support, and career planning
2. **Engage 100 high school students in experiential learning activities, raising their awareness about urban environmental challenges and green infrastructure.** Programming will primarily engage summer campers and high school students in activities from June to October 31, 2025, with the possibility of program expansion over the next two years. Learning activities may include **1)** delivering a three (3) part series of seminars on green infrastructure in urban environments; **2)** organizing job shadowing days and tours at up to ten (10) green infrastructure-focused organizations in South Side Chicago; and **3)** hosting three (3) resume building workshops. These activities will help achieve project goals to raise youth awareness on green infrastructure topics, and the skills needed to pursue sustainability-focused careers.

**Seminar topics may include:**

- Green infrastructure in urban environments: Roots of inequality - Environmental injustices, climate change, systemic land use challenges
- Green infrastructure in urban environments: Green solutions for healthy cities - Human benefits of green space, including improving air quality, reducing heat island effect, and enhancing public spaces for recreation and well-being
- Green infrastructure in urban environments: Biodiversity and resilience - Importance of plant species diversity and its role in building stronger and more resilient tree canopies and ecosystems, providing food and habitat for wildlife, and supporting healthier urban environments

**Job shadowing days and tours may include organizations/companies/facilities in the following fields:**

- Ecological conservation
- Forestry
- Urban gardening / urban farming
- Climate resilience planning
- Sustainable development
- Landscape architecture
- Regenerative agriculture
- Circular economy
- Environmental education

**Resume building workshops may focus on:**

- Career awareness and goal setting - Overview of career pathways in green infrastructure, sustainability, and environmental fields, help students identify their interests and goals
- Skills identification and building experience - Teach students how to highlight transferable skills like teamwork, problem-solving, and leadership, offer tips on gaining experience through internships, volunteer opportunities, or certifications, provide insights into networking strategies
- Resume development and feedback - Conduct one-on-one or group resume building sessions, give constructive feedback to improve clarity, content, and formatting, provide resources for relevant programs in sustainability and green infrastructure

The Contractor will also work with the project team to develop educational material for Delta Institute's [BioBlitz events](#), which act as community-driven biodiversity assessments in urban areas.

3. **Deliver a final report to Delta Institute.** As the Workforce Development training program aims to create long-term, sustainable employment pathways in the green industry for community members, the final report will act as a roadmap to establish more concrete goals in years 2 and 3 of the program.

**The final report will include the following:**

- Summary of trainings and learning activities provided, including total number



- of participants engaged and total hours of engagement
- Lessons learned
- Recommendations for post-training pipelines for job placements, including potential positions supporting [Terra Firma](#) projects
- Recommendations for workforce development training program replication and scalable expansion, including a rough timeline for years 2 and 3
- Resources for career fairs, apprenticeships, and further training opportunities

Delta Institute will support promotion, community engagement, and partnership development for the Workforce Development training program. Delta will also help foster partnerships with local contractors, employment partners, and community groups to ensure the program's success and sustainability. Through these efforts, Delta will ensure the program meets the needs of the community while strengthening ties with key stakeholders to maximize job placement opportunities and workforce development in the targeted neighborhoods.

The chosen Contractor is expected to work closely with Delta Institute to ensure that the project's design and implementation work is properly completed in a cost-effective, responsive, and timely manner.

## Project Schedule

Our intent is for the adult and youth workforce development training program to begin in June 2025 and end on October 31, 2025, with the possibility of program expansion over the next two years.

The chosen Contractor must be able to commit resources to this project to ensure adherence to the proposed project schedule.

## Requisite Experience

The chosen Contractor must possess the ability, experience, and reputation for quality service necessary to produce high-quality and functional program design. The chosen Contractor should possess the following qualifications:

- Demonstrated experience in workforce development, adult education, and/or youth programming.
- Expertise in green infrastructure, landscaping, urban forestry, or environmental sustainability.
- Strong connections with local employers and knowledge of workforce needs.
- Experience in implementing equitable and inclusive training programs.

# *PROPOSAL CHECKLIST*

All proposals must include this completed proposal checklist with the following completed components:

- Completed Non-collusion Affidavit Form.
- Completed Official Proposal Pricing Form.
- Proposal narrative (10 pages max) identifying a clear understanding of the project scope and the contractor's approach to project management.
- Completed References and Qualifications Form.
- No more than three 1-page informational summaries of referenced projects with pictures and graphics from those projects with name of client, location, and contact information.
- Description of key personnel with brief bios and their role on this project.
- Résumé for project manager with whom Delta will interface.
- Certificate of Insurance.
- Completed Delta Institute Signature Authorization Form.
- Completed Delta Institute Questionnaire Form.
- Completed Delta Institute Exception Form.
- Completed Delta Institute Workers' Compensation Certificate Form.
- Completed Acknowledgement of Addendum Form for all Addendums Form.
- Drug Free workplace policies and procedures.
- Affidavit and statement regarding E-Verify compliance.
- No investment in Iranian energy sector.

# METHOD AND CRITERIA FOR SELECTION

Delta Institute will evaluate each proposal.

A Proposal Selection Committee, consisting of four members, has been appointed by Delta Institute to review all proposals. The Committee will review each written proposal submitted to determine if they meet the requirements of this RFP. Failure to meet the essential requirements of this RFP may be cause for rejection of the proposal. The Committee will make independent random checks of the proposer's references as well as major sub-contractors.

The following criteria will be applied by the Committee to evaluate each proposal with the relative weight to be attributed (in points) to each criterion:

Proposals will be evaluated on Bidder's qualifications, technical approach, and relevant experience.

Disadvantaged Business Enterprises (e.g., Minority-owned business enterprises or MBEs, Women-owned business enterprises or WBEs, etc.) are encouraged to respond to this RFP. Local firms are encouraged to respond and will be evaluated favorably.

MAXIMUM POINTS	CRITERIA
10	Understanding the scope of work and quality of the Proposal to meet this scope.
30	Qualifications of Team
30	Ability to meet the Project Team's needs, on time and within budget.
30	Price including all costs
<b>100</b>	<b>TOTAL</b>

Upon proposals being scored by the Committee, Delta Institute reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal, and to award a contract to the Contractor who best meets the RFP's requirements.

Relevant factors include completeness and accuracy of proposal; references from other owners, developers, or municipalities regarding past work done by the Contractor and its subs; combination of the certifications; customer service record and experience of the proposed staff; ability to complete the job in the specified time; or other considerations to the advantage of the Delta Institute.

Proposals may not be withdrawn for a period of ninety (90) days after the date set for opening thereof, unless otherwise required by law.

The award of the contract, if awarded, will be made within sixty (60) days after opening of the Proposals. The proposer's signature on the Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanlike manner as set forth in the Request for Proposal. The Contractor to whom the contract is awarded shall be notified upon award of the contract by the Delta Institute. The Proposal Form, the Terms and Conditions, the Special Provisions, the Request for Proposal, together with any plans and/or attachments, shall all be considered as part of the contract between the Delta Institute and the Contractor to whom the contract is awarded.

Discussions may be conducted with responsible proposers who submit proposals determined by the Committee to be reasonably susceptible of being selected for award.

The prospective contractor is advised that, should its proposal result in award of a contract, the contract will not be in effect until it is approved and fully executed by the Delta Institute.

## *TERMS AND CONDITIONS*

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSALS" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

All information should have been updated within the past three (3) months.

### Contract Type

The contract between the successful firms and Delta Institute will be for specific activities and submittals and specifying a maximum not-to-exceed amount.

### Term of Contract

The contract shall commence after approval by Delta Institute. It is expected to be completed in a period not exceeding seven (7) months. The contract will expire on October 31, 2025.

### Federal requirements

Bids cannot use a "cost plus a percentage of cost" nor "percentage of construction costs" form of pricing.

The contractor(s) chosen must follow all provisions in Title 2 Code of Federal Regulations Part 200, Appendix II (2 CFR 200, Appendix II) titled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

The chosen contractor will also need to follow federal guidelines regarding purchasing anything that meets the federal definition of "equipment" with funds from this contract.

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, contractor must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

The contract executed with the chosen contractor(s) will include the above federal regulations, as well as any other applicable regulations with which the contractor(s) must comply.

## Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

## Insurance

Contractors are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Contractor's insurance agent or corporate Risk Management Department acknowledging that the Contractor is able to comply with all insurance requirements.

It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.

### 1. Minimum Scope of Insurance:

- a General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of Illinois.
- c Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d Workers' Compensation and Employers Liability: Statutory Workers' compensation limits as required by the State of Illinois and employers Liability limits of \$1,000,000 per incident.

### 2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by Delta Institute. At the option of Delta Institute, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Delta Institute, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 3. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
- a. Delta Institute is to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Delta Institute.
  - b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects to Delta Institute. Any insurance or self- insurance maintained by Delta Institute shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Delta Institute.
  - d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Delta Institute.
  - f. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Contractor's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against liability for the negligent acts, errors and omissions of the Contractor in the performance of the services required by this Contract. A minimum coverage of at least \$1,000,000 per claim and in the aggregate, must be provided.

## Proposal Preparation Costs

Delta Institute is not and will not be deemed liable for any costs incurred by Proposers in the preparation, submittal, or presentation of their proposals.

## Proposal Inclusions

The RFP response documents shall be returned completed in their entirety, with ALL applicable portions fully completed by the proposer.

All proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the requirements for the proposal, including any addenda, prior to submitting the proposal as outlined elsewhere in this RFP.

## Withdrawal of Proposal Before Closing

Any proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled submission deadline. Upon receiving the written request to withdraw any proposal, Delta Institute will consider the proposal null and void, and return the proposal to the proposer unopened. Withdrawal of a proposal will not prejudice the proposer's re-submittal

for this or any future request for proposal(s).

## Mistake in Proposal

Any proposer may request to withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish, to the Delta Institute's satisfaction, that a mistake was made in preparing the proposal.

1. A proposer declaring a mistake must provide a written notice to Delta Institute within five (5) calendar days following the scheduled opening date, specifying in detail the alleged mistake, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal determined by Delta Institute to justify withdrawal.

## Written Questions and Answers

**ALL QUESTIONS MUST BE SUBMITTED BY April 30, 2025 at 5:00 PM CST by email to [hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org)**

In order for all competing proposers to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with Delta Institute in regard to this RFP is prohibited. Delta Institute may reject the proposal of any proposer violating this rule.

Answers to all relevant questions will be provided in one or more addenda, if deemed necessary, and supplied to all entities on the RFP holder's list. If you are unsure if you are on the proposer's list, please contact: [hmhardy@delta-institute.org](mailto:hmhardy@delta-institute.org) to place yourself on the list.

## Proposal Submittal

Any proposal found to be illegible or incomplete shall be considered for rejection.

Proposers assume full responsibility for having their proposal delivered to the proper location and not later than the scheduled closing time.

More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

## Proposal Acceptance

Delta Institute reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process.

Delta Institute further reserves the right to award the contract to other than the lowest proposer if such action is deemed to be in the best interest of the project.

Failure to provide the information requested or falsification of any information provided shall

result in disqualification of the proposal.

## Public Record

Be advised that **all** information contained in proposals submitted in response to this RFP **shall** become a matter of public record upon contract award, and be made available to the public upon request. The proposer may identify, in writing, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure. The proposer who claims such an exemption must also state in the proposal that, “The proposer agrees to indemnify and hold harmless Delta Institute and its employees from any claims, liability or damages against them and to defend any actions brought against them for their refusal to disclose such material, trade secrets, or other proprietary information to any party.”

## Acceptance and Payment

Properly executed original invoice(s) shall include reference to the contract and be accompanied by detailed supporting documentation based on the approved schedule of values.

Delta Institute shall pay the Contractor’s properly executed invoice, subject to approval by Delta Institute, within thirty (30) days following receipt of the properly prepared invoice.

Payment will be made based on invoices provided for work completed, based on the timeline of the project, and as the work is completed to the satisfaction of Delta Institute.

Total payment for all Work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases.

Payment may be withheld for any services which do not meet or exceed Delta Institute’s requirements or have proven unacceptable until such services are replaced, resubmitted, and accepted by Delta Institute.

## Retention of and Access to Records

At all reasonable times during the term of the contract and for a minimum of three (3) years following final settlement, Delta Institute, and any designated representative thereof shall have access to all records related to work performed under this contract and the Contractor and all sub-contractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

## Drug-Free Workplace Requirements

The Contractor and all sub(s) shall comply with the requirements of the Drug- Free Workplace Act of 1990 and 30 ILCS 580.

## Americans with Disabilities

The Contractor and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.



## Conflict of Interest

No employee of Delta Institute during his/her/their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that, to the best of their knowledge, no board member or employee of Delta Institute has any interest or family members, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

## Disputes

Any controversy or claim arising out of or relating to the provisions of this Contract or the breach thereof shall be settled by arbitration, in accordance with Illinois laws and regulations, unless the parties agree, in writing, to some other form of alternative dispute resolution.

## Termination for Convenience

Delta Institute may, by written notice, terminate this contract in whole or in part, when deemed in the Delta Institute best interest to do so.

Upon termination of this contract, Delta Institute shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

## Termination for Default

Delta Institute may, by written notice of default to the Contractor, terminate the contract, in whole or in part, if the Contractor fails to:

1. Deliver or perform the services within the time specified in the contract or any Delta Institute approved extension; or
2. Fails to make progress, so as to endanger performance of the contract; or
3. Fails to comply with any of the other provisions of the contract.

## Ownership of Materials and Documents/Confidentiality

Delta Institute retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data provided to or prepared by the Contractor and/or the Contractor's sub-contractor(s) pertaining to this Project.

Said materials and documents are confidential and shall be available to Delta Institute from the moment of their preparation.

The Contractor shall provide Delta Institute with an electronic version of all project-related documents, including all text documents, calculations, and drawings.

The Contractor agrees that same shall not be made available to any individual or organization,

private or public, without the prior written consent of Delta Institute.

Delta Institute and Contractor shall be joint owners of any and all such documents.

## Amendments and Request

Delta Institute reserves the right to amend this Request for Proposals by addendum before the final proposal submittal date.

Any amendment needs to meet Delta's grant requirements.

All addenda will be supplied to everyone on the RFP holders list.

## Affirmative Action

Delta Institute hereby notifies all proposers that they must affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals to be subcontractors in response to this RFP and that they will not be discriminated against on the grounds of race, color, sex, sexual orientation, creed, or national origin when reviewing the proposals for award of the contract.

## Hiring of Illegal Aliens Prohibited

Contractor shall not hire or employ any person to perform work or allow any person to perform work required under the contract unless such person is properly documented and legally entitled to be employed within the United States.

The Contractor, prior to award of the contract, will be required to execute E-Verify and Government of Iran investment declarations as required by the laws of the State of Illinois.

## Safety

The Applicant and its subcontractor(s) shall comply with OSHA regulations applicable to this project regarding necessary safety equipment or procedures.

## Consequential Loss

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, or consequential loss or damage, including, but not limited to, loss of revenue, loss of production, or loss of profit.

## Limitation of Liability

Notwithstanding any other clause in the contract, the total aggregate liability of the Contractor to the Delta Institute for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the contract, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited, to the extent permissible by law, to five times the total compensation received by the Contractor or the limits of the relevant insurance policies pursuant the contract, whichever is greater.

# NO-COLLUSION AFFIDAVIT FORM

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_

# OFFICIAL PROPOSAL PRICING FORM

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

Activities	Price
<b>TOTAL</b>	

My signature on this submittal certification is affirmation that all items listed within this proposal are fully accurate, completed, and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of this proposal.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

# *REFERENCES AND QUALIFICATIONS FORM*

All proposers must provide information on three (3) example projects of a similar nature performed in the last five (5) years. In addition, you must include the name, address, and telephone number of the contact person having knowledge of the project and knowledge of the integrity and business practices of the proposer.

## **Three Project References:**

### **1. Project Name:**

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Address:

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Brief Description of Project:

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Contact Person & Phone Number: \_\_\_\_\_

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### **2. Project Name:**

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Address:

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Brief Description of Project:

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Contact Person & Phone Number: \_\_\_\_\_

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**3. Project Name:**

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Address:

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Brief Description of Project:

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Contact Person & Phone Number: \_\_\_\_\_

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# *DELTA INSTITUTE SIGNATURE AUTHORIZATION FORM*

PROPOSER:

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I hereby certify that I have the authority to offer this proposal to Delta Institute for the above-listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An individual or Sole proprietorship

A Partnership

partner's names: \_\_\_\_\_

A Limited Liability Company

A Corporation

2. My Tax Identification Number Is \_\_\_\_\_

(For individuals this number is usually the Social Security Number.)

3. I certified that

- I am a certified as an MBE WBE DBE company
  - I attached a copy of my certification
- I have recently filed for MBE WBE DBE certification but have not yet received certification.
- I am not a MBE WBE DBE company.

**Proposer's Information**

Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



# DELTA INSTITUTE QUESTIONNAIRE FORM

The Proposer shall complete, under penalties for perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing or bidding on, or completing, a Federal, State, or local government project because of a violation of law or a safety regulation?

- Yes
- No

If the answer is yes, explain the circumstances in the following space:

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*NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire*

# DELTA INSTITUTE EXCEPTION FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents of this RFP, list the exceptions below.

**THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

If no exception(s) are taken, enter **"NONE"** for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_

Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_

Exception Taken:

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Exception Taken:

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# *DELTA INSTITUTE WORKERS' COMPENSATION CERTIFICATE FORM*

The Proposer shall execute the following form as required by the Worker's Compensation Act of Illinois.

I am aware of the provisions of the Illinois Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered with Delta Institute.

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Signature

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Company Name

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Printed Name Business

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License Number

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Title

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Date

# *ACKNOWLEDGEMENT OF ADDENDUM FORM*

**TO BE RETURNED WITH REQUEST FOR PROPOSAL**

TITLE \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIVING ADDENDUM #(s) \_\_\_\_\_

NAME OF VENDOR \_\_\_\_\_

FIRM CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_

DATE \_\_\_\_\_

# *APPENDIX A: TERRA FIRMA PROJECT*

Please access for more project-focused detail:

<https://static1.squarespace.com/static/5ea8964771a7646200d6eead/t/67b76a8ed094f46ed479e137/1740073617752/ES+Vacant+Land+Toolkit+2024+-+compressed.pdf>