

DELTA INSTITUTE

Request for Proposal (RFP) and Specifications for Tree Procurement, Planting, and Maintenance for the Hammond Green Canopy Initiative Project

RFP Release

July 23, 2025 at 2:00 PM CST

PRE-PROPOSAL MEETING

August 6, 2025 at 10:00 AM CST

DEADLINE FOR QUESTIONS

August 8, 2025 at 5:00 PM CST

PROPOSALS DUE

August 22, 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

The proposal shall be submitted in a sealed envelope with all original pages intact. 1 original proposal, 2 hard copies, and one (1) emailed digital copy must be submitted.

Proposal envelopes must be plainly marked and submitted as follows:

“SEALED PROPOSAL FOR: Hammond Green Canopy Initiative Project”

Please have proposals addressed to: **Jamie Zouras, Senior Specialist, Nature-Based Climate Solutions.**

Hard copy proposals should be submitted to **Delta Institute, 35 E. Wacker Drive, Suite 1760, Chicago, IL 60601.**

A digital copy should be emailed to hmhardy@delta-institute.org and izouras@deltainstitute.org.

Both hard copy and digital proposals are required and should be received by Delta Institute before **Friday, August 22, 2025 at 5:00 PM CST.**

Pre-Proposal Meeting

Delta Institute will hold a virtual pre-proposal meeting on **Wednesday, August 6, 2025 at 10:00 AM CST.** The meeting will include a summary of the project, proposal process, and review of prospective proposer's questions. Attendees can join the meeting link below:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 286 367 857 579 3

Passcode: fk2PL2c3

Questions

For any questions regarding the RFP, please email Helen Hardy, Delta Institute at hmhardy@delta-institute.org. All questions must be received by **Friday, August 8, 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 to confirm.

PROJECT DESCRIPTION

Delta Institute and the City of Hammond, Indiana Parks and Recreation Department are seeking proposals from qualified Contractors interested in supporting our efforts to enhance urban forestry in Hammond by:

- 1) Procuring 46 trees for planting from an Indiana Department of Natural Resources approved nursery;
- 2) Planting 100 trees (54 of which have already been secured) in Harrison Park and around the 3rd and 2nd districts of Hammond; and
- 3) Maintaining 100 trees for one year after planting.

Tree procurement, planting, and maintenance will be completed alongside other urban forestry initiatives through this project, including creating a detailed management plan and tree inventory, removal of 10 trees that pose significant safety concerns, and fostering community involvement. However, this RFP only relates to tree procurement, planting, and maintenance.

The overall project seeks to revitalize green spaces for underserved residents, promote equitable access to nature, and strengthen community resilience. It also supports the strengthening of a much-needed community urban forestry program that promotes urban forestry benefits through proper tree selection, planting, and care.

Beautifying Harrison Park will restore and diversify the community tree canopy in this underserved area, promoting urban forestry benefits such as cleaner air, improved watershed health, reduced erosion, stormwater runoff, and reduced urban heat island effects. These efforts collectively enhance the built environment by improving aesthetics and fostering year-round enjoyment and outdoor activities for all community members.

Project Scope

The selected firm(s) (hereinafter referred to as “Contractor”) shall serve as part of the Project Team for the project and shall, at a minimum, complete the following scope of services below. All three Tasks shall be completed no later than December 31, 2026 and not exceed a budget of \$43,900.

Task 1: Tree Procurement

The Contractor shall:

- Source and procure a total of 46 healthy, high-quality trees from Indiana Department of Natural Resources “Acceptable Tree Species” list, found on page 5 of “Addendum A: Tree Planting Project Requirements” (<https://www.in.gov/dnr/forestry/files/fo-IRA-grant-tree-planting.pdf>)
- Ensure that all trees meet applicable size, species, and quality specifications within a fixed budget in accordance with the City of Hammond’s urban forestry requirements and “Addendum A: Tree Planting Project Requirements” (<https://www.in.gov/dnr/forestry/files/fo-IRA-grant-tree-planting.pdf>)

- Coordinate tree delivery logistics to designated planting sites within Hammond's 3rd and 2nd districts and Harrison Park.
- Provide a list of proposed tree species prior to purchase, subject to review and approval by Delta Institute and the City of Hammond.
- Guarantee that trees are sourced in time to align with anticipated planting in October 2025, or as adjusted in coordination with project partners.

Task 2: Tree Planting

The Contractor shall:

- Plant 100 trees at identified sites across Harrison Park and public rights-of-way within the City's 3rd and 2nd districts in October 2025 (exact days TBD).
 - Of these 100 trees, 54 will be provided by the project team, and 46 will be procured as outlined above. The 54 trees already secured range from 5-8 feet tall (depending on the species) and are grown in 5 gallon containers. The species include:

Species	Available
Shumard Oak	5
Tulip Poplar	1
Swamp White Oak	7
Overcup Oak	16
Swamp Chestnut Oak	11
Chestnut Oak	6
Bur Oak	8
Total	54

- Coordinate planting locations and logistics with Delta Institute, the City of Hammond, and other project partners, ensuring alignment with the tree planting strategy and public infrastructure.
- Plant all trees following Indiana Department of Natural Resources "Addendum A: Tree Planting Project Requirements" (<https://www.in.gov/dnr/forestry/files/fo-IRA-grant-tree-planting.pdf>), including, but not limited to:
 - Species will be selected to fit the planting sites, taking into consideration soils and rooting space, overhead space, adjacent utilities and buildings, drainage, pollution problems, and other site conditions.
 - Trees will be located so that they do not block infrastructure such as signs and lights and they do not reduce critical visibility.
 - A qualified professional arborist OR trained volunteer OR the Project Coordinator must be ON SITE to supervise all tree plantings.

- Holes dug for planting of trees will be at least 2 times the diameter of the root system or root ball. Sides of the hole should be gently sloped and slightly less deep than the root ball: more like a saucer than a cylinder in shape.
- A layer of mulch, 2 to 4 inches thick, and a minimum of 6 inches away from the trunk, will be applied around the tree in a circle 36 inches wide or twice the diameter of the root ball, whichever is larger. Under no circumstances should trees be volcano mulched: do not pile mulch directly against the tree trunk.
- Thoroughly water the tree and the entire mulch area to collapse any air pockets introduced during planting.
- Participate in two community planting days in October 2025, to be scheduled in coordination with Delta Institute and the City of Hammond. The Contractor shall:
 - Provide planting leadership, safety guidance, and coordination on-site.
 - Supply appropriate equipment and materials for planting (e.g., shovels, mulch, watering containers, stakes, gloves, safety vests).
 - Ensure that all work is performed in a manner that supports safe and accessible public participation.
- Provide a 1-year warranty for all trees they procure and plant, with replacement required for any tree that fails due to improper planting or care.

All trees must pass inspection by IDNR Community and Urban Forestry personnel within 30 days of planting. The selected Contractor must attend the inspection. Failure to pass the inspection will delay or disqualify reimbursements.

Task 3: Maintenance

The Contractor shall:

- Maintain all trees following Indiana Department of Natural Resources “Addendum A: Tree Planting Project Requirements” (<https://www.in.gov/dnr/forestry/files/fo-IRA-grant-tree-planting.pdf>) until December 31, 2026, including:
 - Trees must have protection and maintenance in place that meets or exceeds the ANSI A300 Standards for Tree Care Operations standards.
 - Trees should be inspected regularly by the Subgrantee to evaluate general health and disease and insect problems.
 - Treat disease and insect problems as needed to maintain tree health.
 - Water during the growing season. A long slow soak is best. Water should be applied weekly or as needed when natural precipitation is under 1 inch/week. A good rule is to provide water at the rate of 5 gallons for every caliper inch. If leaves are wilting or scorching, irrigate the trees slowly enough to allow the water to soak into the tree root system and planting pit. This will encourage deeper root growth. Keep the area under the tree canopy mulched at a depth of 2–3 inches. Check soil with a soil probe, if available, for dampness and drainage.

Overwatering can be just as lethal as underwatering. Most importantly, a consistent watering regimen in the fall before the ground freezes is recommended to help ensure a healthy plant in the spring.

- Trees will be pruned as needed to remove dead, damaged, or poorly located limbs using accepted practices of industry (ANSI A300 – 2017 Pruning for Tree Care Operations – Tree, Shrub, and other Woody Plant Maintenance Standard Practices).
- Coordinate post-planting tree care requirements with the City of Hammond, who will be responsible for long-term maintenance starting January 1, 2027. The Contractor must:
 - Provide species-specific tree care guidance for 3 years after planting.
 - Assist in identifying potential maintenance issues based on planting site conditions.
 - Tag and document all tree species, sizes, and locations for inclusion in the City's tree inventory and maintenance system.

This scope of services does not include tree removal or urban forestry planning, which are being addressed under separate project scopes. However, coordination with those activities may be required.

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

Project Schedule

Our intent is for the following schedule of activities, subject to change:

Project Activities	2025												2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Community & Stakeholder Engagement																								
Tree Canopy Assessment UTCC Done by Davey Resource Group																								
Green Infrastructure Fellowship (Indiana University)																								
Additional GIS Assessment of UTCC																								
Tree Inventory																								
Urban Forestry Management Plan Development																								
Urban Forestry Management Plan Implementation																								
Tree Removal																								
Tree Procurement, Planting, and Maintenance																								
Public Unveiling																								

Please note that this RFP is for the Tree Procurement, Planting, and Maintenance project activity only, which must be completed no later than December 31, 2026.

Requisite Experience

The chosen Contractor must possess the ability, experience, and reputation for quality service necessary to produce high-quality results. Contractors should have at least one ISA Certified Arborist on staff. Contractors should also have familiarity with Indiana DNR tree planting guidance and local permitting processes.

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, the contractor's approach to project management, and a clear cost breakdown.
- ☐ 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 at least 3 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. Firms with staff with professional credentials and licenses will be considered more qualified than those that do not have any.

MAXIMUM POINTS	CRITERIA
15	Understanding the scope of work and quality of the Proposal to meet this scope.
15	Qualifications of Team
20	Ability to meet the Project Team's needs, on time and within budget.
50	Price including all costs
100	TOTAL

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 16 months. The contract will expire on December 31, 2026.

Federal requirements

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

The contractor chosen will be required to complete and sign USDA form AD-1048 certifying that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The contractor 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 contractor chosen for the implementation portion of the RFP will need to follow the rules of the Davis-Bacon Act and the Build America, Buy America Act in their work.

The chosen contractor will also need to follow federal guidelines regarding purchasing anything that meets the federal definition of “equipment”.

The chosen contractor will need to be registered in SAM.gov before a contract can be executed. If the contractor is already registered at the time of proposing, then their status in SAM.gov will be checked to make sure they are not barred from receiving federal funds before a contract can be executed. **A federal UEI number must be included in the bidder’s submission. If the bidder does not have one yet, they should indicate so.**

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

Indiana Department of Natural Resources requirements

The following expenses are not allowable for reimbursement under this contract: food, promotional materials, vehicles, tools or equipment that exceed \$500 each in value and are not likely to be used up during your contract (does not apply to urban forestry software).

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 Indiana.

- 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 Indiana 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 August 8, 2025 at 5:00 PM CST by email to 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 to place yourself on the list.

Proposal Submittal

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found to be illegible or incomplete shall be considered for rejection.

Whether sent by courier, mail, or by means of personal delivery, 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 IC 36-1-12-24 (for Indiana).

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.

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 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
TOTAL	

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:

Address:

Brief Description of Project:

Contact Person & Phone Number:

2. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

3. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

DELTA INSTITUTE SIGNATURE AUTHORIZATION FORM

PROPOSER:

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 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:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____
Section Title: _____
Paragraph Number: _____

Exception Taken:

Page Number: _____
Section Title: _____
Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____
Paragraph Number: _____

Exception Taken:

Page Number: _____
Section Title: _____
Paragraph Number: _____

Exception Taken:

DELTA INSTITUTE WORKERS' COMPENSATION CERTIFICATE FORM

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

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.

Signature

Company Name

Printed Name Business

License Number

Title

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 _____