

**Institute for Advanced Learning and Research
REQUEST FOR PROPOSAL (RFP)**

Issue Date: March 27, 2019

Issuer: Institute for Advanced Learning and Research
150 Slayton Avenue
Danville, Virginia 24541

Title: Charting a More Prosperous Future for America's Micropolitan Regions

Project Code: #2019-550

The Institute for Advanced Learning and Research (“IALR”) hereby invites proposals from qualified agencies or individuals to provide Research Services to conduct research and analysis on priority questions to identify strategic areas for increasing social and economic opportunity in micropolitan statistical areas across the country.

All inquiries for information about this Request for Proposals (“RFP”) should be directed to: Dr. Julie Brown, Director of Advanced Learning, Institute for Advanced Learning and Research, 150 Slayton Avenue, Danville, Virginia 24540, e-mail:Julie.brown@ialr.org

Proposals should be mailed or delivered to:

Institute for Advanced Learning and Research
ATTN: Dr. Julie Brown (If mailed)
ATTN: IALR Reception Desk (If hand delivered)
150 Slayton Avenue
Danville, Virginia 24540

Sealed proposals for furnishing the services described herein will be received until **5:00 P.M. local time on Friday, April 26, 2019. Proposals must reach the above address by the deadline stated. IALR is not responsible for proposals that do not arrive by the deadline. Late submissions will not be considered. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.**

Interested offerors should regularly check with IALR for addenda to this RFP, IALR will not be responsible if the RFP and/or addenda are not received by potential offerors.

The provisions of this RFP, including attachments hereto, documents incorporated herein, and any addenda that may subsequently be issued by IALR, shall be and hereby are incorporated by reference into this RFP Cover Sheet. By signing this RFP Cover Sheet below, the undersigned offers and agrees to furnish the services stated herein in accordance with all of the provisions of this RFP. It is understood that this RFP and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name and Address of Offeror:

_____ Zip: _____

FEIN/SSN # _____

SCC # _____

Date: _____

By _____
(Signature in Ink)

Typed Name: _____

Title: _____

Telephone No. () _____

E-mail _____

LATE PROPOSALS WILL BE REJECTED

END OF RFP COVER SHEET

RFP CONTINUES ON NEXT PAGE

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I. PURPOSE

The Institute for Advanced Learning and Research (IALR) hereby invites proposals from qualified companies, organizations, agencies or individuals (“firms” or “offerors”) to provide Research Services, to conduct research and analysis on priority questions to identify strategic areas for increasing social and economic opportunity in micropolitan statistical areas across the country.

II. BACKGROUND

The emerging economic geography that favors large cities has been especially hard on smaller places. In recent years, the American urban-rural economic divide has received extensive discussion and policy debate. Less discussed are the 536 U.S. “micropolitan” regions, home to 27,314,000 people that are struggling to maintain or regain their economic prosperity and vitality. As defined by the Office of Management and Budget (OMB), *micropolitans* are labor market areas with a population of at least 10,000 but fewer than 50,000. These are places too far from metropolitan areas to expect significant economic spillover, but may still have sufficient assets to take advantage of opportunities and serve as regional markets.

Many places have been successful at creating growth in their communities; fewer have been successful at creating more opportunities in their regions for the poor and disadvantaged. If more places can successfully provide opportunities for lower income residents to connect to the growth that is happening in their regions, we should then see measurable community progress where the following are addressed: the social determinants of health, neighborhood revitalization, growth of an entrepreneurial ecosystem, and leadership capacity. This theory of change may be critical if micropolitans are to survive and thrive. Many of these communities have started down the road to reinventing themselves, but still face severe economic headwinds. They have lessons worth sharing and no specific forum in which to do that while learning from others at the same time.

In 2017 and 2018, The [Danville Regional Foundation](#) (DRF) hosted [The Home of Future Thinking](#) (HOFT) conference in Danville, Virginia (a micropolitan community). The events brought together funders, academics, policy experts and other national “thought leaders” as well as teams of community leaders from nine other invitation-only micropolitan communities across the country, to better understand future trends, share best practices and collectively chart achievable paths to greater prosperity.

A set of questions emerged from the 2017 and 2018 convenings, which are important to answer in order to move the field forward. This project seeks to answer a set of priority questions, identifying strategic areas for increasing social and economic opportunity in micropolitan statistical areas across the country. Findings from the research and analysis will inform the 2019 and 2020 HOFT conferences, and the field more broadly.

III. REQUESTED SERVICES

To address the priority areas of interest, a contractor is sought to provide research and analysis on the following questions to identify strategic areas for increasing social and economic opportunity in micropolitan statistical areas across the country:

1. How are micropolitans trying to increase social and economic opportunity within their boundaries? What kinds of information or data are used to inform these efforts? How are they measuring success? What process measures are being used?
 - a. For example, traditional measures include job growth, per capita income, and employment rate. How useful are these in identifying innovative and/or successful micropolitans? Are quality of life measures of equal or greater importance?
2. Micropolitans, along with every community in the U.S., are competing for human capital. How are successful smaller towns attracting and retaining talent? How are they intentionally developing the next generation of leaders and innovators?
3. Economic transformation in distressed communities may require a more holistic approach that addresses income disparity and social determinants of health for families. What kinds of economic growth reduce income inequality? Do these kinds have different impacts on the health and well-being of micropolitan populations?
4. How are successful micropolitans supporting entrepreneurs and providing assistance that leads to new business formation and increased social and economic opportunity? What is needed to increase the readiness of micropolitans to do more of this work? What are the core capacities needed to foster this work (e.g., data, finance, leadership, community engagement), and what is needed to build those capacities?

Scope of work should include the following activities:

1. Refine the questions, with input from the Project Partners (defined in Section IV).
2. Conduct the research and analysis to address each question.
3. Develop a set of briefs that synthesize findings and implications from each question.
4. Discuss findings and implications at the 2019 and 2020 HOFT conferences.

IV. PROJECT PARTNERS

DRF serves as a catalyst for innovation and an agent for transformation. Understanding that significant community change takes time, the Foundation invests for the long term in efforts that promise sustained positive impact in the Dan River Region, including the City of Danville, Pittsylvania County and Caswell County, NC. The Foundation is committed to development, promotion, and support of activities, programs, and organizations that address the health, education, and well-being of the region's residents.

The [Institute for Advanced Learning and Research](#) (IALR) serves as a regional catalyst for economic transformation. The IALR mission is accomplished through applied research, advanced learning, economic development, advanced manufacturing, and conferencing services. IALR is a political subdivision of the Commonwealth of Virginia and has an affiliated 501(c)3, the IALR Foundation.

In an effort to inform efforts to increase social and economic opportunity in micropolitan statistical areas across the country, DRF has partnered with IALR, herein referred to as the Partners. On behalf of the partnership and acting as fiscal agent for the project, IALR intends to contract for research and analysis services to support this effort.

The [Robert Wood Johnson Foundation](#) is providing funding and support for this project.

V. OTHER CONSIDERATIONS

1. Offerors may respond with interest in contracting to provide research services directed at one or more of the questions. The Technical Solution (ex. identification of best practices, metaanalysis, surveys, data analysis, and/or interviews) may be similar or quite different for each of the proposed questions.
2. Based on the research and results from the proposed Technical Solution(s), the Offeror will provide (1) a Preliminary Report at the 2019 *HOFT* meeting (location and November dates TBD) with presentation and (2) a Final Report at the 2020 *HOFT* meeting (location and November dates TBD) to include presentation.
3. Contractor to be selected by May 10, 2019 and contractual agreement signed by June 1, 2019.
4. Duration of project is June 1, 2019 – November 14, 2020.
5. Individuals and agencies, either profit or nonprofit, with demonstrated experience in the area of work specified above, are welcome to respond. IALR reserves the right to check references and consider the responses received based on the pre-determined evaluation process.
6. This will be offered on a firm, fixed price basis. The Offeror shall recommend the labor mix and hours to complete the project by the due date. This should be included in the cost proposal.

7. The services and information generated under this contract become the property of the Partners – DRF, RWJF and IALR. The Partners retain the rights to use these materials in whole or in part. The Contractor and its employees are not permitted to use information created during the course of this contract without authorized permission by the Partners.
8. The Partners will not be furnishing any equipment or property for this contract.
9. All proposal documents shall be the property of the Partners and retained by the Partners, and therefore shall not be returned to the Offeror(s).
10. At their discretion, the Partners reserve the right to also invite Offerors who are technically acceptable to conduct a presentation on the proposed effort for technical and management approaches identified in the submission. IALR will notify Offerors who meet the qualifications and provide the date, time and format for the presentation. The Partners reserve the right to interview prospective applicants in person or by telephone.

VI. PROPOSAL INSTRUCTIONS AND REQUIREMENTS

The offeror's proposal shall conform to the following instructions and contain the following required information:

- A. Any interpretations, corrections, revisions to this solicitation will be made only by written addendum issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all addenda issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda.
- B.
 1. Each proposal must include a Cover Letter with the following information:
 - Offeror's name and mailing address
 - Reference to the solicitation number
 - Technical and contract points of contact – name, phone number and e-mail address
 - Dunn & Bradstreet Number (DUNS)
 - Federal Tax ID (EIN, TIN, SS)
 - Validity of quote for 60 days
 2. Technical Solution. The Offeror shall demonstrate and describe their proposed solution in responding to the Research Question(s). Again, the Offeror may respond with interest to one question or up to all four proposed questions. The submission shall be no longer than four (4) pages per selected research question.

3. Management Approach. The Offeror shall demonstrate that it has the ability to manage and control the research project to ensure successful program support including subjects such as the program management, financial resources or ability to obtain them, equipment and facilities, quality approach, internal controls and staffing. This section should be no more than three (3) pages.
4. Key personnel resumes should be no longer than two (2) pages in length and are not included in the page count.
5. Past Performance. The Offeror shall identify up to three (3) previous or existing clients within the last five years with a similar effort in the non-profit, commercial or federal market. Include client name, period (dates) of performance, POC, POC name/e-mail/phone number and summary of work performed. Offeror may provide samples of previous work to demonstrate capabilities and approach to providing the proposed Technical Solution.
6. Cost Proposal. For the Technical Solution(s) and proposed activities described in Item 2, the Offeror should identify all anticipated costs, itemized as follows:
 1. Fixed price cost per research question for labor mix, written reports, and presentations.
 2. Cost for travel. Visit to a micropolitan community for case study development and travel costs to attend two *HOF*T events. Site visits should not exceed six (6) and should be aligned to the number of proposed research questions.
 3. If Offeror proposes a multi-bidder or subcontract approach, full responsibility for all contract requirements will remain with the Offeror who is awarded the contract. Copies of all subcontracts must be included in the response to this RFP.
- C. Proposals shall be signed by an authorized representative of the offeror. By submitting a proposal, the offeror certifies that all information provided in response to this RFP is true and accurate.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's proposal and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- E. All requested information must be submitted. Proposals which are substantially incomplete or lack key information will be rejected.
- F. The offeror's proposal shall include: three (3) copies of the completed and signed RFP Cover Sheet and three (3) copies of the full proposal.
- G. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
- H. The offeror may provide any other information that the offeror feels IALR should

consider in evaluating the proposal.

- I. The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

RESEARCH PROPOSAL

From: _____ Due Date: April 26, 2019
(name of offeror) Due Time: 5:00 p.m.
Address: _____

The envelope should be addressed as directed on the RFP Cover Sheet. If a proposal is not marked as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at the IALR. No other correspondence or other proposals should be placed in the envelope.

- J. IALR reserves the right to cancel this RFP or reject any or all proposals received. IALR also reserves the right to waive informalities in proposals.

VII. EVALUATION AND AWARD OF CONTRACT

- A. Factors. Factors to be considered by IALR in determining which offeror(s) will be selected include, but are not necessarily limited to:
1. The ability, capacity and skill of the offeror to timely perform the contract or provide the services and/or items required;
 2. The quality of performance of the offeror on previous contracts or services, whether similar or not;
 3. The quality of performance of the offeror in performing prior projects similar in terms of size, scope, scale, duration, and otherwise to the contract to be awarded;
 4. The character, integrity, reputation, judgment, experience and efficiency of the offeror and its team;
 5. The quality of the professional or business references supplied by the offeror;
 6. The ability, capacity or willingness of the offeror to commence and complete the contract within time frames fixed by IALR;
 7. The results of interviews, discussions, and/or negotiations with offerors;
 8. Any other lawful factors reasonably related to the subject of the contract to be awarded;
 9. The firm's status as a small, women-owned, minority-owned, or service disabled veteran-owned business or its plan to use small, women-owned, minority-owned, or service disabled veteran-owned businesses as consultants or subcontractors;
 10. Overall quality and value of the proposal as determined by IALR;
 11. The best value relative to IALR's needs; and/or
 12. The best interests of IALR.

B. Evaluation Criteria. The IALR will evaluate proposals using the following criteria:

1. Offeror's Technical Solution and Proposed methodology. (45%)
2. Management Approach/Ability to meet timeline. (25%)
3. Cost proposal. (15%)
4. Past Performance. (15%)

C. Award of Contract: After evaluation of the offers received in response to the RFP, IALR shall on the basis of evaluation factors set forth in this Section VII and the information provided and developed in the selection process select the offeror who proposes the best approach and value as presented in response.

D. Award Posting. Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR's website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

VIII. TERMS AND CONDITIONS

A. ANTI-DISCRIMINATION: By submitting a proposal, the offeror represents and warrants to IALR that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act (VPPA), and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, the offeror agrees as follows:

1. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.
2. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. The offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. DRUG-FREE WORKPLACE: During the performance of the contract, the offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the offeror's employees; (iii) post in

conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

- C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting its proposal, the offeror represents and warrants that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- D. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction in the City of Danville, Virginia. The offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, the offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.
- F. QUALIFICATIONS OF OFFEROR: IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to provide the services/furnish the goods as required under this RFP, and the offeror shall furnish to the IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the IALR that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- G. DEBARMENT STATUS: By submitting its proposal, the offeror represents and

warrants that it is not currently debarred by the Commonwealth of Virginia, or any city, county, town or political subdivision therein, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

- H. **NONDISCRIMINATION TOWARDS OFFERORS:** A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**
- I. **LICENSES; PERMITS; TAXES:** The offeror shall procure at its own expense all necessary licenses and/or permits and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes.
- J. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the offeror must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.
- K. **MINORITY CONTRACTING:** It is the policy of IALR to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities.
- L. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of the offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.
- M. **AVAILABILITY OF FUNDS:** It is understood and agreed by the offeror that IALR shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of the Contract.
- N. **PRICE ADJUSTMENTS:** In the event that IALR issues a change order reducing the amount of work to be performed by the offeror under the contract during the contract period, the contract price shall be reduced in a proportional amount. There shall not be any increase in the contract price under any circumstances unless such price increase is specifically approved in writing by the authorized IALR representative in advance of any work for which extra compensation is requested.
- O. **PAYMENT:** Invoices for goods or services shall be submitted by the offeror directly to the payment address listed below:

Institute for Advanced Learning & Research
ATTN: Accounts Payable

150 Slayton Avenue
Danville, VA 24540

- P. **SUBCONTRACTS:** Before any portion of the goods or services shall be subcontracted, the offeror shall furnish IALR with the names, qualifications and experience of their proposed subcontractor(s). IALR must be afforded the right to refuse any subcontractor that the offeror has selected. The offeror shall remain fully liable and responsible for all acts and omissions of subcontractors and for the goods or services supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract. Any approved subcontract shall include any mandatory flow downs from the Virginia Public Procurement Act, including without limitation the requirements of Virginia Code § 2.2-4354.
- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of any resulting contract by the offeror, IALR may terminate the contract and/or procure the goods and services from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which the IALR may have under the contract, at law, or in equity.
- R. **CONTRACTUAL CLAIMS:** The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.
- S. **ASSIGNMENT OF CONTRACT:** The contract shall not be assignable by the offeror in whole or in part without the written consent of IALR.
- T. **INDEPENDENT CONTRACTOR:** The offeror, if awarded a contract, shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for the offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.
- U. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in either of the following ways:
1. The parties may agree in writing to modify the product specifications or scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the contract.
 2. IALR may order changes within the general scope of the contract at any time by written notice to the firm. The firm shall comply with the change order upon receipt.
- V. **CANCELLATION OF CONTRACT:** IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days written notice to the offeror. Any contract cancellation notice shall not relieve the offeror of the obligation to deliver and/or perform on all outstanding items

prior to the effective date of cancellation. Any contract cancellation notice shall not relieve IALR from its obligation to pay for work performed prior to the effective date of cancellation.

- W. **CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL:** (a) The firm shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) The firm's personnel will be required to comply with all rules and regulations governing the access to and use of IALR's premises. (c) The firm shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. (d) It shall be the firm's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal regulations. It shall be the firm's responsibility to ensure its employees and its subcontractor's employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of the firm and/or its subcontractors. The safety of the firm's and subcontractor's employees is the sole responsibility of the firm and its subcontractors. (e) IALR reserves the right to request the removal of any of the firm's employees or agents or any of its subcontractor's employees or agents from the premises at any time for any reason. The firm or its subcontractor shall have such employee leave the premises upon receipt of such request.
- X. **INDEMNIFICATION:** Except the extent prohibited by law, including Virginia Code § 11.1-4.4, the firm shall indemnify, defend, and hold harmless IALR and its officers, agents, trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the firm), costs, and expenses, including reasonable attorney's fees and consultant's fees, resulting from or arising out of the firm's or its agent's, and/or subcontractor's errors, acts, or omissions in the performance of services under the contract or any subcontract or any breaches of the contract or any subcontract. This indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations (including health or alcoholic beverage violations); personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.
- Y. **FORCE MAJEURE:** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to an event outside the reasonable control and not the fault of the affected party (a "Force Majeure Event"). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, labor disputes or strikes (labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract), any act or order of any governmental authority, lockouts or work

stoppages of any kind, theft, windstorm, water, vandalism, failure of power or utilities, or other similar causes, beyond the control of the parties which delays or prevents the performance of the agreement. It is understood that both parties shall exercise due care and prudence to avoid a Force Majeure Event. A Force Majeure Event shall not constitute a breach of contract. If either party is prevented, wholly or in part, from performing its obligations under this contract as a result of a Force Majeure Event, then that party shall immediately give notice to the other party of the Force Majeure Event and take reasonable steps to mitigate the impact of Force Majeure Event on contract performance. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended as long as the affected party takes reasonable steps to mitigate the impact of Force Majeure Event on contract performance until the Force Majeure Event no longer exists.

- Z. **WAIVER; REJECTION:** IALR reserves the right to cancel this RFP, to reject any or all proposals, to reject the proposal of an offeror who is not in a position to perform the work or the contract, or to waive any informalities in any proposal, should rejection or cancellation be deemed in the best interest of IALR.
- AA. **NON-EXCLUSIVENESS OF REMEDIES:** Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for the firm's nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
- BB. **SOVEREIGN IMMUNITY; PUBLIC POLICY:** Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.
- CC. **NON-WAIVER:** The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- DD. **CONFIDENTIALITY:** The firm acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information, business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written, oral, or otherwise (hereinafter referred to as Confidential Information), to which it may come in contact with during or after the contract period. The firm agrees that it will not at any time during or after the term of this contract use or disclose to any person any Confidential Information and that upon the termination of this contract it will turn over to IALR all documents, papers, and other matter in its possession or control that relate to IALR, including all electronic or hard copies. The firm further agrees to bind its employees, agents, and subcontractors to the terms and

conditions of this contract.

- EE. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by the contractor for IALR under the contract shall be and remain the exclusive property of IALR and shall be used exclusively for the benefit of IALR from the date of creation forward unless express written permission is given by the Executive Director of IALR. The firm further agrees that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the prior written consent of IALR's Executive Director.