

Request for Proposals

Asian Carp Brand Development,
Limited Marketing Strategy & Implementation



Illinois Department of Natural Resources (IDNR)
Southern Illinois University (SIU)
Tetra Tech, Inc.

Request for Proposals – Asian Carp Brand Development, Limited Marketing Strategy and Implementation

Overview

On behalf of the Illinois Department of Natural Resources (IDNR) and Southern Illinois University (SIU), subconsultant Tetra Tech is requesting proposals from qualified vendors to develop a new, positive brand, limited marketing strategy and implementation to benefit a range of product makers who use Asian carp to make their goods. (Asian carp are commonly known as four species of fish, Bighead, Silver, Grass and Black carp.) Broad, multi-state efforts have been undertaken to manage and control Asian carp populations by addressing source populations with promising results. Other novel, broad-thinking approaches are being advanced to effect marked change inclusive of this Request for Proposals to reposition these invasive species' image to favorably influence consumer and commercial perceptions about the species.

This Request for Proposal is specifically seeking a qualified vendor to advance development of a brand identity, limited marketing strategy and implementation consistent with research findings identified in the *Illinois Department of Natural Resources Asian Carp Business Process Analysis Final Report and Action Plan (January 2018)* ("Plan" or "Business Process Analysis" – https://www.ifishillinois.org/programs/CARPReport_news.html). To date, there have been a variety of logos created for Asian carp, largely among government sources. However, a positive, unifying brand that countermands negative perceptions of Asian carp and resonates with targeted audiences identified in the Plan, including fishers, processors, and end-consumers is needed to support carp-related businesses. Asian carp business activity can positively affect a large number of fishers and processors, generating income-producing opportunities and tax revenues, while addressing the over-population of this species.

Eligible Applicants

Eligible respondents include registered vendors able to do business in the State of Illinois which have a proven track record in development and successful launch of image brands and marketing strategies. Preference will be given to firms with aquaculture or related fisheries experience. The ideal respondent will demonstrate depth in capacity to perform work associated with this RFP and provide relevant work samples developed specifically by members of the project team proposed for this engagement.

Research Findings

Interviews with over 30 individuals, governmental agency representatives, non-profits, fish processors, and fishers conducted during the Business Process Analysis made evident current perceptions and attributes of Asian carp. As environmental agencies expressed concerns about the considerable damage Asian carp can and have caused throughout the Midwest over the last 30 years, public perceptions of these fish were negatively impacted. Descriptions of Asian carp as an invasive species of fish that are voracious, prolific, and which crowd out native species has negatively impacted a multi-billion-dollar fishing, hunting, and outdoor recreation industry. They have been described as a "trash fish" to be discarded, bony, and badly flavored, which may be a confusion with Common carp.

However, Asian carp is eaten by other cultures including Asians, Middle Easterners, and those living in South American countries. In fact, Asian carp is considered a delicacy in China. Fish processors have long established sales to these countries and regions, and there is growing adoption in the United States of a "if we can't beat 'em, then eat 'em" philosophy. Recent progression of this concept has led to development of a host of human consumption and fine dining products sourced from Asian carp. These include bone-in and boneless filets and prepared products, such as fried filets, fish sticks, jerky, hot dogs, sausage, surimi, smoked fish, and heads for fish stock. Recent data

suggests that the fish are low in contaminant levels and compare well with other popular fish in terms of purity. Asian carp have other positive attributes, including tender and mild meat that contains beneficial fatty acids. They also are a locally-sourced, fresh, sustainable fish option, and there is potential for positive messaging for consuming invasive species as a way to help reduce populations. In late 2019, the Monterey Bay Aquarium, Seafood Watch placed all 4 Asian carp species on their list of recommended fish for consumption. They were designated a “Good Alternative” for consuming fish with less impact on the environment.

For purposes of this RFP’s deliverables, the brand development, limited marketing strategy, and implementation should center on products for human consumption. These encompass a broad range of products, with highest value-added margin and attributes that are applicable to other products, such as pet foods and fertilizers.

Anticipated Deliverables

It is anticipated the vendor will:

1) Research: Approach/Methodology/Geographic Reach

Conduct research to identify existing brands associated with Asian Carp, along with their use and degree of market acceptance. Tetra Tech will provide an initial set of government logos to assist with informing this research. Additionally, research is expected to include an intercept survey to get “person on the street” perceptions. This may include, for instance, intercept surveys among college students at a university dining hall where Asian Carp is served, etc. Additionally, a minimum of two focus groups are expected to gain reactions to the proposed brand (see below). The Asian Carp Steering Committee can be expected to offer additional guidance to inform creation of the new brand, including suggestions for participants in the focus groups. *(The Asian Carp Steering Committee is composed of representatives of Illinois Department of Natural Resources, Illinois Department of Commerce and Economic Opportunity, US Environmental Protection Agency, US Fish and Wildlife Services, Kentucky Department of Fish and Wildlife Resources, and Southern Illinois University.)*

The selected bidder will conduct a **minimum** of one (1) intercept survey and two (2) focus groups, the latter including a cross section of key stakeholders suggested by the AC Steering Committee/Tetra Tech, as well as end-use food consumers to test the two brand concepts based on AC Steering Committee feedback. Additional research/due diligence/testing may be proposed in the bidder’s approach/methodology.

The firm is expected to propose its recommendation for a geographic test area, and describe the approach/methodology for conducting the research and testing methods therein. The firm is also expected to describe all means by which they will collect and analyze data, both qualitative and quantitative. The selected bidder will not be responsible for logistical arrangements associated with focus groups (identifying location/s, distribution of invitations/RSVPs, room set-up, etc.).

It is anticipated that recommendations for a proposed brand will indicate whether the proposed brand’s acceptance is attributable to geographic, cultural, and/or other biases and preferences that are limited in reach to the geographic test area, or if the proposed brand justifiably may have broader market and geographic applications. Ultimately, the longer-term goal is to expand the brand’s geographic market reach to all states impacted by this invasive species and ideally, beyond.

Taking findings from research/testing methods (and any other due diligence proposed), bidders are expected to recommend next steps to move beyond the initial geographic brand launch locus to a wider impacted geography.

2) Brand Concepts

The new brand should focus on how it can improve end-consumers' perceptions of the fish which, in turn, will create demand that benefits fishers, processors, and new market makers. The new brand may merit a "renaming" of the fish, along with other visual and text-associated messaging as part of a new brand package to be used in digital and print marketing efforts. The firm will develop two different draft brand concepts (logo, colors, fonts, tagline/s, artwork), options for input by the Asian Carp Steering Committee, followed by testing (via intercept surveys, focus groups, and any other means recommended by bidders).

Following testing and in conjunction with Tetra Tech, the firm will present these two different draft brand concepts to the Asian Carp Steering Committee for reaction to enable further refinement and determine preference; it is expected that strategic and research-based justification for concepts presented will be included.

Incorporating feedback and research/test findings, the firm will finalize the brand, which will first be reviewed by Tetra Tech. It is anticipated that requested version changes will be limited to two additional sets of amendments to each of the two logo options, then one set of additional amendments to refine the final selected logo.

3) Brand Style and Use Guide

The firm will develop a style-use guide based on the approved brand visuals/text. The style-use guide can be a one or two-page document that briefly indicates color values, fonts, and general guidance on how color/black and white versions can be used in print and digitally, and how not to use it.

4) Marketing/Implementation Strategy and Collateral

The firm will develop a budget-sensitive marketing/implementation strategy that includes a menu of options (geographic area, identified outlets, delivery channels, timeline, associated market penetration anticipated, metrics to gauge success, and recommendations for next steps, including marketing efforts with a broader geographic reach) based on the final selected brand. It is anticipated that recommendations will include both fee-based marketing, as well as ways to leverage existing resources, e.g., university cafeterias, brand messaging on college campuses, YouTube videos leveraging university-based student broadcasting/communications resources, etc. In addition to brand development and the limited marketing strategy, firms are asked to identify a menu of implementation deliverables (digital and print collateral) they will offer as part of this engagement (including price, timeline, contingencies, etc.). It is expected these implementation deliverables will represent multi-media balance, along with economies and efficiencies in execution. The firm will present the final brand, style-use guide, and marketing implementation strategy package to Tetra Tech and ultimately, to the Asian Carp Steering Committee.

The firm will support the approved-marketing strategy launch and implementation by, **at a minimum**, creating press-ready collateral content, press kits (1 templated press release announcing the launch; a one-pager that promotes Asian carp uses under the new brand; an FAQ) social media content (Facebook, Twitter [including hashtags], Instagram), brochure content, banners/kiosks, and digital content for upload to the IDNR website consistent with the approved marketing strategy and budget. It is anticipated that review and revisions will be limited to one set of amendments for all implementation components. It is further anticipated that recommended additional collateral menu items for marketing implementation will be included in bidders' proposals and priced within the budget identified herein.

5) Reporting Requirements

The firm will provide twice-monthly written summaries to Tetra Tech on progress of all research, due diligence, concept development and refinement, budget, marketing strategy, and any associated collateral developed. Interim communications (phone calls, emails) are also anticipated to report issues or to seek guidance.

Pre-Bid Meeting

A **Pre-Bid Meeting** will be held on **Wednesday, February 19, 2020, at 2:00 pm (Central Time) (CT)** to provide further information about the *Plan* and to answer questions about the brand and marketing strategy. It is strongly recommended that vendors join this meeting, but it is not mandatory. The meeting will be convened virtually, via Skype for Business. **Request to receive an appointment with conference bridge and Skype link, must be made 2 hours prior to the Pre-Bid Meeting time (i.e., by noon) on February 19.** Requests should be made by email to gina.behnfeldt@tetrattech.com. If you have not used Skype for Business in the past, you are **strongly urged** to join the meeting 15 minutes early to ensure any technical issues can be resolved. The meeting presentation will be made available on Microsoft OneDrive. Access to the link must be requested by gina.behnfeldt@tetrattech.com, though those who received an invitation to the Skype meeting will be provided the link without request.

Questions

Questions must be directed, in writing, to Gina Behnfeldt at gina.behnfeldt@tetrattech.com and must be received by **midnight, February 20, 2020**. Questions and answers will be posted on <https://www.ifishillinois.org/>. It is the responsibility of vendors to check these Q/As and to visit the website for any updates or amendments to this solicitation. No questions will be entertained following the Q/A due date/time.

Funding Availability

Tetra Tech will accept brand development, and budget-sensitive marketing strategy and implementation proposals with budgets not to exceed \$120,000 (time, materials, menu of implementation options, travel) for a 6.5-month performance period, anticipated from **late April through early–November 2020**. There are no cash or in-kind match requirements under this funding announcement. Selection is anticipated to occur according to the schedule identified below. Neither Tetra Tech, IDNR, nor Southern Illinois University are responsible for costs incurred in the preparation of submittals or any activities prior to the official start date of the award.

Due Date, Selection Schedule, Performance Period

The following dates and timeframes are anticipated to be followed for firm selection, contract execution, and performance. All times noted are in **Central Time**. It is anticipated that following initial completeness and submittal reviews, selection of three finalists will be made. These firms will be invited to make a presentation to the Review Committee composed of federal, state, and local governmental agencies, and institution of higher education.

RFP Issued	February 5, 2020
Deadline to Request Pre-Bid Meeting Skype Appointment	12:00 pm, February 19, 2020
Pre-Bid Meeting	2:00 pm, February 19, 2020
Deadline for Questions	Midnight, February 20, 2020
Questions Response	Expected February 27, 2020

Deadline to Request OneDrive Access for Electronic Submittal	Noon, March 13, 2020
Submittal Due Date - Electronic & Printed	4:00 pm, March 13, 2020
Interviews	Week of April 6, 2020
Notice of Selection	Week of April 13, 2020
Contract Execution	Week of April 20, 2020
Performance Period	Late April through Early–November 2020 <i>[6 1/2 months]</i>
Launch Event	Early–November 2020

Bid Document Formatting and Organization

Submittals should be issued in 8.5”x11” PDF format (samples may be larger, up to 11”x17” format so they can be folded into an 8.5”x11” bound hard copy). Documents prepared in color are preferred. Presentation (fonts, colors, type size, ease of navigation and organization, kerning/leading, readability, etc.) will be considered in the evaluation of proposals. The proposal itself will be considered a demonstration (within the parameters of the RFP) of the vendor’s branding and marketing capacity.

Submittal Requirements

Submittals must be made in both Printed and Electronic versions. Please read carefully below for directions.

PRINTED SUBMITTAL - Four (4) high-resolution printed color copies of the complete submission package must be addressed to Gina Behnfeldt, Vice President Economic Development Services, Tetra Tech, One Oxford Valley, Suite 200, Langhorne, PA 19047, and received by **4:00 pm CT on March 13, 2020**. Tetra Tech is not responsible for deliveries made via USPS or hand-delivery after the due date and time. Hard-copy submittals will be time/date stamped. Receipt, time-guaranteed delivery of hard copies by a third-party delivery vendor is recommended, unless the respondent prefers to hand-deliver materials.

ELECTRONIC SUBMITTAL - All applications must **ALSO** be submitted electronically in PDF format to Microsoft OneDrive. Respondents **must** email Gina Behnfeldt, gina.behnfeldt@tetratech.com, **by noon CT, March 13, 2020** to be granted access to a OneDrive subdirectory created exclusively for each respondent. The email must contain a **complete list of email addresses** for whom the respondent requires access for the submittal. Respondents are **strongly encouraged** to start uploading their submittal at least 30 minutes prior to the due time to address any technical issues that may arise.

COMPLETENESS – Applications that do not meet ALL listed requirements in this RFP will be rejected. Tetra Tech reserves the right to waive minor elements of this RFP and submittal packages.

Submittal Materials

The following content must be submitted in the proposal package.

1) Cover Page

- Name of RFP
- Submittal Date
- Name/Address of Submitter
- Name/Address of Receiving Entity

2) Submitter Information

- Submitter Name and Corporate ID (EIN)
- Address, phone, web address
- Primary contact including name, title, email, telephone
- Naming of licensures, certifications

3) Table of Contents

The Table of Contents must be “live” to enable reader navigation to the desired page/pages from the Table of Contents.

4) Section 1: Firm Description, Relevant Experience (Sections 1, 2: 30% Combined Scoring Value)

This section should discuss why the firm is particularly suited to perform the work requested. Qualifications of key team members assigned to this engagement must be included. Please note that **no more than 10 percent** of team members proposed for this engagement will be accepted for substitution over the course of the performance period. Any proposed substitutions will require 30 days’ written notice to Tetra Tech and proposed substitution of an identified, comparably qualified professional. Proposed team members must be identified as staff or subconsultants. Qualifications for all team members must be included and must specify if project samples or were developed by them while employed by the submitting entity, or from prior employment.

5) Section 2: Project Samples (Sections 1, 2: 30% Combined Scoring Value)

This section must include a description of at least **three (3)** relevant brand and marketing strategy projects performed within the last five years by the submitting entity. Descriptions must include:

- Project profile (client, objective, deliverables, outcomes, project budget, performance period, contact person (your client) with email and telephone).
- Specific identification of firm team members assigned to the engagements and their roles.
- Work samples specific to each project (web sites, logos, social media content, etc.). Please provide URLs or links to online portfolios.

6) Section 3: Technical Proposal (40% Scoring Value)

This section of the proposal should define the project scope and identify:

- A. A statement of understanding related to the challenge, along with an understanding of the desired brand and marketing strategy focus, as identified in the *Plan*.
- B. Description of methodology and approach, along with all tasks proposed, including:
 - a. Description of tasks
 - b. Time periods to accomplish tasks
 - c. Specific team members identified to satisfy tasks
 - d. Contingencies or resource requirements associated with performance of these tasks must be identified and quantified, where reasonable estimations are possible and predicated on past experience (e.g., room rental, supplies associated with task performance)
 - e. Deliverables associated with tasks.

7) Section 4: Proposed Project Team Organization (10% Scoring Value)

This section should provide an organizational chart that identifies: team members; their relationships in task/deliverable completion; their overall role and percentage of time commitment in project work and deliverables.

8) Section 5: Project Schedule (10% Scoring Value)

This section should include a schedule of tasks for the performance period, estimated hours associated with tasks, any contingencies and dependencies, and deliverables.

9) Section 6: Cost Proposal (10% Scoring Value)

This section should identify all costs associated with tasks and deliverables discussed in the Technical Proposal section. Included should be all direct and indirect costs associated with each team member and each deliverable. Also included should be expenses anticipated in the performance of project tasks. A list of hourly rates for all staff who will perform work for the project must also be provided.

10) Appendices

Appendices must include at least the following and may include additional supporting materials. All appendices must be labeled and included in the Table of Contents.

A – Resumes

B – Forms

- Proof of business registration
- Proof of any licensures, certifications
- Proof of business liability insurance (\$1M minimum)

Scoring

All submittals will be reviewed for completeness. Any submittals missing one or more substantive component(s), (determined at the sole discretion of Tetra Tech), will be set aside and no further review will be performed. The remaining submittals will be competitively reviewed and scored on the basis of the submitting firm's adherence to RFP guidelines and timely submittal according to the values assigned above.

Contract Form

Attached is Tetra Tech's Standard Form of Contract.

TETRA TECH, INC. SUBCONSULTANT PROFESSIONAL SERVICES AGREEMENT

PROJECT: _____ **TETRA TECH, INC. JOB #:** _____

CLIENT: _____ **SUB. CONTRACT NO.:** _____ / _____

SUBCONSULTANT: _____

FEDERAL ID/BUSINESS LICENSE NO.: _____

ADDRESS: _____

CONTACT: _____ **TEL:** _____ **FAX:** _____

CONSULTANT: TETRA TECH, INC.

ADDRESS: _____

CONTACT: _____ **TEL:** _____ **FAX:** _____

PROJECT DESCRIPTION: _____

SCOPE OF SERVICES (See Attachment) **SCHEDULE (See Attachment)**

COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

TIME AND MATERIALS. Compensation for these services will not exceed \$_____ without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by TETRA TECH, INC.

Subconsultant's Direct Job Wages times a factor of _____. Budget/List of Subconsultant's Hourly Rates.

COMPENSATION DETAIL (See reverse side)

SCHEDULE OF PAYMENTS (See reverse side)

SERVICES AUTHORIZED BY: **Execution of Agreement** **or** **Amendment(s) and/or NTP**

EXECUTION: Execution of this document by duly authorized representatives of TETRA TECH, INC. and Subconsultant, including TETRA TECH, INC.'s Subconsultant Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Subconsultant shall not assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of TETRA TECH, INC.

CONSULTANT: <u>TETRA TECH, INC.</u>	SUBCONSULTANT: _____
BY: _____	BY: _____
SIGNATURE: _____	SIGNATURE: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Attached: () Client Prime Agreement or Application Sections () Scope of Services () Additional Provisions
 () Schedule () Notice to Proceed () Budget or List of Hourly Rates/Expenses () Other

TETRA TECH, INC. SUBCONSULTANT STANDARD CONDITIONS

1. SERVICES. Subconsultant shall provide professional services in accordance with this Agreement and agreed upon Scope. If Consultant is bound to Client-provided Prime Agreement, then Subconsultant shall be bound to same, or applicable portions thereof, and attached. Where the term "Consultant" or TETRA TECH, INC. is used in the Client's Prime Agreement and/or attachments, such term is applicable to Subconsultant and Subconsultant shall comply with the stated requirements. Provided, however, that in case of conflict between the terms of this Agreement and the Prime Agreement or any provisions thereof, the more stringent shall apply to the Subconsultant's duties and obligations. Each attachment becomes a part of and is applicable to this Agreement.

2. EXECUTION. This Agreement becomes effective upon signatures by authorized representatives of TETRA TECH, INC. and Subconsultant and upon receipt of a fully executed original by both TETRA TECH, INC. and Subconsultant. If facsimile transmittal is initially sent and executed thereon by TETRA TECH, INC., a signed original will be provided to the Subconsultant for record as soon as practicable.

3. INITIATION/COMPLETION. Subconsultant shall provide and complete these services in accordance with the terms of this Agreement and any Schedule of Services herein or initiate services in accordance with and upon receipt of Amendment(s) and/or Notice(s) to Proceed from TETRA TECH, INC. as indicated on the front side of this Agreement. Established completion time shall not be extended because of unwarranted delays attributed to Subconsultant but shall be extended by TETRA TECH, INC. in the event of delays attributed to TETRA TECH, INC. or because of unavoidable delays caused by any governmental/client action or other conditions beyond the control of Subconsultant.

4. TERMINATION. This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument by agreement, or by TETRA TECH, INC. for convenience, or if Subconsultant fails to provide services in accordance with the Agreement. In the event of such termination, Subconsultant shall immediately discontinue all work. If terminated for convenience, Subconsultant shall be paid for services performed in accordance with the Scope of Services to the date of termination. If terminated for cause, Subconsultant shall be paid for services performed in accordance with the Scope of Services but shall be liable to TETRA TECH, INC. for any additional costs and expenses thereby incurred by TETRA TECH, INC.

5. COMPENSATION. Subconsultant shall notify TETRA TECH, INC. of the status of the remaining budget compared to the remaining work when 75 percent of the budget authorized by execution of this Agreement or Notice(s) to Proceed for the project has been expended. In the event services beyond those specified in the Scope of Services and not included in the compensation are required, Subconsultant shall identify this work for TETRA TECH, INC.. Subconsultant shall submit a labor/fee estimate for such services and a contract modification shall be negotiated and approved in writing by TETRA TECH, INC. prior to any effort being expended on such services.

6. SCHEDULE OF PAYMENTS: Subconsultant shall invoice TETRA TECH, INC. for work done in any calendar month in a format acceptable to both TETRA TECH, INC. and the Client. Invoices received by the last Friday of the month will be included in the TETRA TECH, INC. invoice to the Client for the prior period. Invoices received after the last Friday of the month will be carried forward to be included with the next TETRA TECH, INC. invoice to the Client. All invoices shall include a written description of the work performed, the basis for payment requested, and TETRA TECH, INC.'s Sub. Contract Number. Invoices received later than 30 days after the end of the month and after TETRA TECH, INC. has made final billing to the Client may be considered null and void. Any invoice received more than 90 days after the end of the month in which work was completed may be considered null and void. Invoices will be paid within 15 days of the time TETRA TECH, INC. receives payment from the Client for services that include Subconsultant invoices.

7. AUDIT AND ACCESS TO RECORDS. Subconsultant cost records and accounts pertaining to this Agreement are to be kept for inspection by representatives of TETRA TECH, INC., the Client, and Governmental Agencies for a period of three (3) years after final payment, and in accordance with any additional Prime Agreement provisions. Should a future audit by the Client or other agency be required and find rates are incorrect (too high) and TETRA TECH, INC. is required to reimburse the Client, the Subconsultant shall reimburse TETRA TECH, INC. for all Subconsultant amounts so claimed by Client as an overpayment of Subconsultant.

8. OWNERSHIP OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement shall

become the property of TETRA TECH, INC. and the Client. These documents will not be used for any purpose other than those authorized under this Agreement without the written authorization of Subconsultant.

9. EQUAL OPPORTUNITY EMPLOYMENT. Subconsultant shall comply with federal regulations pertaining to Equal Opportunity Employment. Subconsultant will comply with applicable local, state, and federal regulations concerning minority hiring. Subconsultant's policy shall ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, **veteran status***, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Subconsultant expressly assures all employees, applicants for employment, and the community, of its continuous commitment to equal opportunity and fair employment practices. Subconsultant's equal opportunity employment policy shall apply to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

10. INDEPENDENT CONSULTANT AND STANDARD OF CARE. Subconsultant is and shall be always during the term of this Agreement an independent consultant and not an employee or agent of the Client or TETRA TECH, INC. Services provided by Subconsultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

11. COMPLIANCE WITH LAWS, ORDINANCES, AND CITY, COUNTY, AND STATE LICENSING. Subconsultant shall comply with Federal, State, and local laws, ordinances, and City, County, and State licensing (professional business, etc.) requirements applicable to the services to be provided under this Agreement.

12. INSURANCE. Subconsultant shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this Subcontract. TETRA TECH, INC.'s insurance shall be excess and noncontributory.

a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute; **b. Commercial General Liability** — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate; **c. Automobile Liability** — minimum of \$1,000,000 combined single limit for bodily injury and property damage, and **d. Professional Liability** — \$1,000,000 each claim and in the aggregate.

All policies shall be endorsed to provide TETRA TECH, INC. with 30 days' written notice prior to cancellation of the insurance. Policies b. and c. shall name TETRA TECH, INC. and Client as additional insureds. Claims-made policies shall be kept in force during and for two years after completion of the services. Subconsultant shall submit Certificates or Evidence of Self Insurance for the above policies to TETRA TECH, INC. prior to commencing work. Subconsultant shall comply with any additional (or greater) Prime Agreement insurance requirements; e.g., waiver of immunity on industrial insurance, waiver of subrogation, etc.

13. INDEMNIFICATION AND HOLD HARMLESS. Subconsultant shall indemnify and hold harmless the Client, TETRA TECH, INC. and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Subconsultant, its employees, or Subconsultant's tier subconsultants and/or subcontractors, and in accordance with any Prime Agreement Indemnification requirement(s). However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Subconsultant and TETRA TECH, INC., this indemnification applies only to the extent of the negligence of Subconsultant.

14. DISPUTES. In the event of a dispute between parties, TETRA TECH, INC. shall have the right to join any other subconsultant(s) or Client as a party or parties to the dispute proceeding, if in the judgment of TETRA TECH, INC. the dispute may involve the Client and/or another subconsultant and/or consultant. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of IL. Venue shall be in Cook County Superior Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

*This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Additionally, under the provisions of EO 13496, the employee notice clause is hereby incorporated by reference to 29 CFR Part 471, Appendix A to Subpart A.