



1

REQUEST FOR PROPOSAL

RFP 20210618: Vacant Property Redevelopment, Rockford, Illinois

730 Lincoln Park Blvd, Rockford, Illinois; 1306 S Court St, Rockford, Illinois; 602 14th St, Rockford, Illinois

Issue Date: 6/18/2021

2 **INTRODUCTION**

3 Region 1 Planning Council (**RPC**) (also referred to as “Agency,”) requests a response from all qualified and responsible
4 Respondents for the purchase and development of one or more Northern Illinois Land Bank Authority (“Land Bank”)-
5 owned parcels, located at 730 Lincoln Park Blvd, Rockford, Illinois (referred to as “730 Lincoln Park Blvd”), 1306 S Court
6 St, Rockford, Illinois (referred to as “1306 S Court St”), and 602 14th St, Rockford, Illinois (referred to as “602 14th St”).
7

8 Respondent may submit a proposal for one or more properties identified herein. Response must indicate the properties
9 included in the proposed purchase and whether the proposal is contingent upon purchase of more than one of the
10 properties proposed for purchase.
11

12 **SCOPE OF WORK**

13 These properties are former school building sites within Rockford School District 205 (also referred to as “District 205”),
14 Dennis Early Education Center, King Elementary School, and Nelson Elementary School, respectively. All structures on
15 the properties were demolished in late 2019, leaving large vacant properties. These properties were donated by District
16 205 to the Land Bank in late 2020 for disposition. The Agency is seeking prospective bidders (“Bidders”) to make
17 proposals for the purchase and development of one or more of the Properties in accordance with the requirements set
18 forth herein (“Proposals”). Priority will be given to the Proposals that support and further these goals:

19 **1. Productive Use**

20 a. The Proposal should create a productive use of the property. Proposals that create property tax revenue on the
21 properties will be prioritized. Proposals that create economic opportunity and growth within the region and the
22 City of Rockford will be preferred.

23 **2. Focus on Feasibility**

24 a. Proposals should demonstrate the feasibility and provide a clear and reasonable path to implementation.
25

26 Responses will be initially evaluated by RPC staff and partners to determine if the response has the required knowledge,
27 expertise, and experience to fulfill requirements. The Agency may proceed with negotiations to determine the budget,
28 scope, and deliverables. The final sale of the property will be approved by the Northern Illinois Land Bank Board of
29 Trustees.
30

31 Responses that do not adhere to the requirements herein may not be considered. Please read the entire solicitation
32 package and submit a Response in accordance with the instructions. All forms and signature areas contained in the
33 solicitation package must be completed in full.



34 **730 Lincoln Park Blvd, Rockford, Illinois**
35 Vacant lot. All buildings have been demolished.
36 Zoning: R1 – Single-Family Residential
37 Total Acreage: 7.37 acres
38 Street Address: 730 Lincoln Park Blvd,
39 Rockford, IL 61102
40 PIN(s): 1120379002, 1129126002



48 **1306 S Court St, Rockford, Illinois**
49 Vacant lot. All buildings have been demolished.
50 Zoning: R1 – Single-Family Residential
51 Total Acreage: 2.45 acres
52 Street Address: 1306 S Court St, Rockford, IL 61102
PIN(s): 1127402001
1127402002 1127402006
1127402003 1127402007
1127402004 1127402008
1127402005 1127402009



57 **602 14th St, Rockford, Illinois**
58 Vacant lot. All buildings have been demolished.
59 Zoning: R1 – Single-Family Residential
60 Total Acreage: 2.88 acres
61 Street Address: 602 14th St, Rockford, IL 61104
62 PIN(s): 1125256010



- 73 **3. RESPONDENT QUALIFICATIONS.** The responder should have significant knowledge, expertise, and experience
74 working on the development of properties.
- 75 **4. SPECIFIC REQUIREMENTS.** The Buyer must provide a concept for the development or use of the vacant parcels.
76 The concept should include:
- 77 a. outline of the end use of the property,
 - 78 b. expected timeline,
 - 79 c. compatibility with current zoning (or proposed zoning changes),
 - 80 d. examples of similar completed projects (if exists),
 - 81 e. any additional relevant information, and
 - 82 f. In a separate, labeled file, provide an estimated project budget with proposed purchase price
- 83

84 QUALIFICATIONS

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

86 1. CONTACT INFORMATION:

87 Buyer Name (dba and legal if different)

- 88 • Contact name
- 89 • Phone
- 90 • Business Email

91 2. QUALIFICATIONS

92 Respondent should provide information related to the development of the property, including those listed in the
93 Scope of Work. Please provide qualifications of relevant staff and partners.

94 3. REFERENCES:

95 Respondent must provide references in which projects were complete, who can attest to Respondent's
96 experience and ability to complete a project. Respondent must provide the name, contact information, and a description
97 of the project.

98 STATEMENT OF WORK

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

- 100 **1. STATEMENT OF WORK.** Proposal describing the Respondent's solution to meet the requirements of the
101 solicitation. Address the Specific Requirements in the Scope of Work (pg. 1.)
102

103 INSTRUCTIONS FOR SUBMITTING RESPONSE

- 104 **1. DESIGNATED CONTACT:** The individual listed in the "Designated Contact:" on the posting shall be the *single point of contact*
105 for this solicitation. RPC shall not be held responsible for information provided by or to any other person. Suspected errors
106 should be immediately reported to the Designated Contact.
107

108 **Designated Contact:** Julia Halsted
109 127 N Wyman St, Ste 100, Rockford, IL 61101
110 jhalsted@r1planning.org
111

112 **2. GENERAL PROCESS OF SOLICITATION**

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

| EVENT | | DATE, TIME (CST) |
|-------|---|-------------------------|
| 1. | RFP Published | June 18, 2021 |
| 2. | Pre-submission Questions Accepted | June 18-July 9, 2021 |
| 3. | Questions and Answers Posted | July 12, 2021 |
| 4. | Proposals Due and Opened | July 23, 2021, 9:00 am |
| 5. | Responsiveness Determination | July 26, 2021 |
| 6. | Negotiation with Responsive and Responsible Respondents | Beginning July 26, 2021 |
| 7. | Selection of Preferred Response | By September 1, 2021 |
| 8. | Notice of Award | By September 1, 2021 |

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

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

121 **5. ORGANIZATION.** Submissions are to be labeled as follows:

| File | Contents |
|------|---|
| 1 | a) Qualifications b) Statement of Work c) Acknowledgement of Terms d) In a separate, labeled file, estimated project budget with proposed purchase price <i>And, if applicable:</i> e) Request for Preference form f) Supplemental Materials g) Redacted Materials |

122 **6. EVALUATION:** Agency staff and designees determine how well Responses meet the Responsiveness requirements
 123 and will deem Proposals either subject to further review or rejected. Respondents who fail to meet minimum
 124 requirements, will not be considered for price evaluation and award.

125 The response will generally evaluate based on categories of information: Responsiveness, Productive Use and Feasibility.

126 **7. RESPONSIVENESS:** A Responsive Respondent is one who submits a Proposal that conforms in all material respects
 127 to the Request for Proposal, and includes **all required** forms.

128 a. The Agency will determine whether the Proposal meets the stated requirements. Minor differences or
 129 deviations that have negligible impact on the price or suitability of the project may be accepted or corrections
 130 allowed. If no Respondent meets a particular requirement, the requirement may be waived.

131 b. The Agency will determine whether the Proposal complied with the instructions for submitting Proposals. Except
 132 for late submissions, and other requirements that by law must be part of the submission, Agency may require
 133 that a Respondent correct deficiencies as a condition of further evaluation.

134 **8. RESPONSIBILITY:** A responsible Respondent is one who has the capability in all respects to perform fully the contract
 135 requirements and who has the integrity and reliability that will assure good faith performance. Agency determines



136 whether the Respondent is a “responsible” Respondent; a Respondent with whom the Agency can or should do
137 business. For example, the Agency may consider the following:

- 138 a. A “prohibited bidder” includes any person assisting an employee of RPC by reviewing, drafting, directing, or
139 preparing any invitation for bids, a request for proposal, or request of information, or providing similar
140 assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these
141 documents. For purposes of this section, an employee of RPC means one who, by the nature of his or her duties,
142 has the authority to participate personally and substantially in the decision to award a contract. No such person
143 or business shall submit specifications to an agency unless requested to do so by RPC. No person or business
144 that contracts with the agency to write specifications for a particular procurement need shall submit a bid or
145 proposal or receive a contract for that procurement need.
- 146 b. Nothing herein is intended to prohibit a Buyer from bidding or a Proposal from supplying developing technology,
147 goods or services after providing RPC with a demonstration of the developing technology, goods, or services;
148 provided the subject of the demonstration to RPC represents industry trends and innovation and is not
149 specifically designed to meet RPC's needs. Nothing herein is intended to prohibit a person or business from
150 submitting a bid or Proposal or entering into a contract if the person or business: (i) initiates a communication
151 with an employee to provide general information about products, services, or industry best practices and, if
152 applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement
153 Code or (ii) responds to a communication initiated by an employee of RPC for the purposes of providing
154 information to evaluate new products, trends, services, or technologies.
- 155 c. Other factors that the Agency may evaluate to determine responsibility include, but are not limited to: political
156 contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past
157 performance in business or industry, references (including those found outside the Proposal), compliance with
158 applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of
159 prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required
160 maintenance service or other matters relating to the Respondent’s ability to deliver in the quality and quantity
161 within the time and price as specified in this solicitation.
- 162 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of the Agency, to
163 ensure performance of the contract and must provide proof upon request. RPC may require a performance
164 bond if, in the opinion of Agency, it ensures performance of the contract. Agency may terminate the contract,
165 consistent with the termination for cause provision of the contract, if the Buyer lacks the financial resources to
166 perform under the contract.
- 167 e. RPC may require that a Respondent correct any deficiencies as a condition of further evaluation.

ACKNOWLEDGEMENT OF TERMS

Attached this form to your response.

1. **PUBLICATION:** RPC publishes procurement information, including solicitations, awards, and amendments, to its website <http://r1planning.org/procurement> and large purchases to DemandStar at www.demandstar.com. Respondent is responsible for monitoring the site for updated information. RPC will not be held responsible if Respondent fails to receive optional update notices. Use of DemandStar to submit a response is voluntary. RPC continues to accept responses outside DemandStar. If RPC provides information on its website that is different or in conflict with the information entered in DemandStar, then the information on the RPC website is presumed to represent RPC's intent.
2. **TERM OF CONTRACT:** The prospective contract has an initial term of 12 months. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
3. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial term of the contract. Agency may renew the contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the Agency. The contract may neither renew automatically nor renew solely at the Buyer's option.
4. **TERMINATION FOR CAUSE:** Agency may terminate the contract, in whole or in part, immediately upon notice to the Buyer if: (a) Agency determines that the actions or inactions of the Buyer, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Buyer has notified Agency that it is unable or unwilling to perform the contract.
 - a. If Buyer fails to perform any material requirement of the contract to Agency satisfaction, it is in violation of a material provision of the contract. If Agency determines that the Buyer lacks the financial resources to perform the contract, then Agency shall provide written notice to the Buyer to cure the problem identified within the period of time specified in RPC's written notice. If not cured by that date Agency may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
 - b. For termination due to any of the causes contained in this Section, RPC retains its rights to seek any available legal or equitable remedies and damages.
5. **TERMINATION FOR CONVENIENCE:** Agency may, for its convenience and with thirty (30) days' prior written notice to Buyer, terminate the contract in whole or in part and without payment of any penalty or incurring any further obligation to the Buyer. Upon submission of invoices and proof of claim, the Buyer shall be entitled to compensation for supplies and services provided in compliance with the contract up to and including the date of termination.
6. **AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. Agency, at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the funding governmental entity decreases the Agency's funding by reserving some or all of the Agency's appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 210 7. **ASSIGNMENT:** The contract may not be assigned or transferred in whole or in part by Buyer without the prior
211 written consent of Agency.
- 212 8. **AUDIT/RETENTION OF RECORDS:** Buyer and its subcontractors shall maintain books and records relating to the
213 performance of the contract and any subcontract necessary to support amounts charged to RPC pursuant the
214 contract or subcontract. Books and records, including information stored in databases or other computer systems,
215 shall be maintained by the Buyer for a period of three (3) years from the later of the date of final payment under
216 the contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the
217 later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract
218 costs, the Buyer and its subcontractors must retain their respective records for five (5) years. Books and records
219 required to be maintained under this section shall be available for review or audit by representatives of: the
220 procuring Agency or other governmental entities with monitoring authority, upon reasonable notice and during
221 normal business hours. Buyer and its subcontractors shall cooperate fully with any such audit and with any
222 investigation conducted by any of these entities. Failure to maintain books and records required by this section
223 shall establish a presumption in favor of RPC for the recovery of any funds paid by RPC under the contract or any
224 subcontract for which adequate books and records are not available to support the purported disbursement. The
225 Buyer or subcontractors shall not impose a charge for audit or examination of the Buyer's or subcontractor's books
226 and records. 30 ILCS 500/20-65.
- 227 9. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Buyer's performance of the contract. Buyer shall
228 continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise
229 directed by RPC.
- 230 10. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right
231 does not waive that Party's right to exercise or enforce that or other rights in the future.
- 232 11. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable
233 circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of
234 terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may
235 cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.
- 236 12. **CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Proposal, if applicable, that
237 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each
238 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or
239 information owned or maintained by the other Party in the course of carrying out its responsibilities under the
240 contract. Buyer shall presume all information received from RPC or to which it gains access pursuant to the
241 contract is confidential. Buyer information, unless clearly marked as confidential and exempt from disclosure
242 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,
243 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by
244 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.
245 The receiving Party must return any and all data collected, maintained, created or used in the course of the
246 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at
247 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing
248 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to
249 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any
250 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach
251 of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party
252 without the use or benefit of the disclosing Party's confidential information.

- 253 **13. USE AND OWNERSHIP:** All work performed or supplies created by Buyer under the contract, whether written
254 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all
255 intellectual property and other laws. RPC does waive its right to sole and exclusive ownership for all such work,
256 unless otherwise agreed in writing. Buyer acknowledges RPC may use the work product for any purpose.
257 Confidential data or information contained in such work shall be subject to the confidentiality provisions of the
258 contract.
- 259 **14. INDEMNIFICATION AND LIABILITY:** The Buyer shall indemnify and hold harmless RPC, its agencies, officers,
260 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,
261 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)
262 any breach or violation by Buyer of any of its certifications, representations, warranties, covenants or agreements;
263 (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other
264 damage or loss claimed to result in whole or in part from Buyer's negligent performance; (c) any act, activity or
265 omission of Buyer or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged
266 claim that the services or goods provided under the contract infringe, misappropriate, or otherwise violate any
267 intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be
268 liable for incidental, special, consequential, or punitive damages.
- 269 **15. INDEPENDENT CONTRACTOR:** Buyer shall act as an independent contractor and not an agent or employee of, or
270 joint venture with RPC. All payments by RPC shall be made on that basis.
- 271 **16. SOLICITATION AND EMPLOYMENT:** Buyer shall not employ any person employed by RPC during the term of the
272 contract to perform any work under the contract. Buyer shall give notice immediately to the Agency's director if
273 Buyer solicits or intends to solicit RPC employees to perform any work under the contract.
- 274 **17. BACKGROUND CHECK:** Whenever RPC deems it reasonably necessary for security reasons, RPC may conduct, at
275 its expense, criminal and driver history background checks of Buyer's and subcontractor's officers, employees or
276 agents. Buyer or subcontractor shall immediately reassign any individual who, in the opinion of RPC, does not pass
277 the background checks.
- 278 **18. APPLICABLE LAW:** The Buyer, its employees, agents, and subcontractors shall comply with all applicable Federal,
279 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit
280 requirements in the performance of the contract. Buyer shall be in compliance with applicable tax requirements
281 and shall be current in payment of such taxes. Buyer shall obtain at its own expense, all licenses and permissions
282 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with
283 and is subject to the laws and rules of RPC.
- 284 **19. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by
285 reference. 44 ADM. CODE 750.
- 286 **20. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 287 **21. ANTI-TRUST ASSIGNMENT:** If Buyer does not pursue any claim or cause of action it has arising under Federal or
288 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney
289 General, Buyer shall assign to RPC all of Buyer's rights, title and interest in and to the claim or cause of action.
- 290 **22. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of RPC shall be the only entity
291 responsible for performance and payment under the contract. When an Agency representative signs, they do so
292 as approving officer and shall have no liability to Buyer.
- 293 **23. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as
294 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business
295 or any member of the unitary business group is an expatriated entity.

- 296 **24. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail
297 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall
298 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via
299 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.
300 Notices shall be sent to the individuals who signed the contract using the contact information following the
301 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving
302 notice, either Party may change its contact information.
- 303 **25. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by
304 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or
305 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to
306 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive
307 termination. In the event of a conflict between RPC's and the Buyer's terms, conditions and attachments, RPC's
308 terms, conditions, and attachments shall prevail.
- 309 **26. PERFORMANCE RECORD/SUSPENSION:** Upon request of RPC, Buyer shall meet to discuss performance or provide
310 contract performance updates to help ensure proper performance of the contract. RPC may consider Buyer's
311 performance under the contract and compliance with law and rule to determine whether to continue the contract,
312 whether to suspend Buyer from doing future business with RPC for a specified period of time, or whether Buyer
313 can be considered responsible on specific future contract opportunities.
- 314 **27. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or
315 required to be provided to RPC are subject to the Illinois Freedom of Information Act notwithstanding any
316 provision to the contrary that may be found in the contract. 5 ILCS 140.
- 317 **28. WARRANTIES FOR SUPPLIES AND SERVICES**
- 318 a. Buyer warrants that the supplies furnished under the contract will: (a) conform to the standards,
319 specifications, drawings, samples or descriptions furnished by RPC or furnished by the Buyer and agreed to by
320 RPC, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good
321 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in
322 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and
323 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good
324 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other
325 intellectual property rights of any third party. Buyer agrees to reimburse RPC for any losses, costs, damages
326 or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the
327 supplies to meet such warranties.
- 328 b. Buyer shall ensure that all manufacturers' warranties are transferred to RPC and shall provide to RPC copies
329 of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,
330 and shall survive RPC's payment, acceptance, inspection, or failure to inspect the supplies.
- 331 c. Buyer warrants that all services will be performed to meet the requirements of the contract in an efficient
332 and effective manner by trained and competent personnel. Buyer shall monitor the performance of each
333 individual and shall immediately reassign any individual who does not perform in accordance with the
334 contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract
335 or State policies.

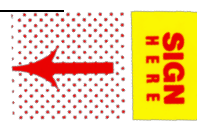
336 29. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Buyer shall immediately notify RPC of any event that
337 may have a material impact on Buyer's ability to perform the contract.

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

342 Respondent agrees with the terms and conditions set forth in RPC Request for Proposal, including the standard
343 terms and conditions, provisions, certifications, and disclosures, with the following exceptions (if any). Requested
344 modifications to terms, conditions, or provisions here: _____
345 _____

346 *Reference the line number and state the modification such as "add," "replace," or "delete."*
347 Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties
348 and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation,
349 resulting contract, and Respondent's exceptions accepted by RPC thereto as set forth here

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351 Signature of Authorized Representative: _____
352 Printed Name of Signatory: _____
353 Position: _____
354 Date: _____



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356 **Required: attach to submission**

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REQUEST FOR PREFERENCE FORM

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois. Does Respondent make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies.

- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55). Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB Buyers.
- Not-for-Profit Agencies for Persons with Significant Disabilities (30 ILCS 500/45-35).
- Disabled Veterans (30 ILCS 500/45-57).
- Small Businesses (30 ILCS 500/45-45).
- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Gas Mileage (30 ILCS 500/45-40).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Fair Chance Hiring Practices
- State-Registered Buyer
- Certified BEP Buyer Go to <https://cms.diversitycompliance.com/> to search for certified BEP Buyers.

Explanation of Preference Qualifications selected: _____

Signature of Authorized Representative: _____

Printed Name of Signatory: _____

Respondent's Name: _____

Date: _____



If applicable: include this form and related attachments