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## REQUEST FOR PROPOSALS

### RFP 20210618: 620 Buckbee Building Redevelopment

Issue Date: 6/18/2021

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#### 3 INTRODUCTION

4 Region 1 Planning Council (RPC) (also referred to as “Agency,”) requests a response from all qualified and responsible  
5 Respondents for the sale, disposition, and redevelopment of the Winnebago County Trustee (“Trustee”) owned parcel,  
6 located at 620 Buckbee Street, Rockford, Illinois (the “Property”). The Property is zoned as Light Industrial and can  
7 generally be described as a 1.18-acre parcel in Rockford’s Southern region holding a 51,000 sqft industrial building. This  
8 vacant building consists of a basement with 4 stories with approximately 10,000 sqft on each floor. A Phase I  
9 Environmental Report conducted for the City of Rockford in 2016 is available for reference. We invite Buyers to submit a  
10 response for consideration.

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12 The property is located in a River Edge Redevelopment Zone, Broadway TIF (expires 2032), Opportunity Zone, and is  
13 New Market eligible.

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15 Responses will be evaluated by the Winnebago County Chairman and designees to determine if it has the required  
16 knowledge, expertise, and experience to fulfill requirements. The Agency may, but is not required to, proceed with  
17 negotiations to determine the budget, scope, and deliverables.

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

#### 22 23 SCOPE OF WORK

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1. **RESPONDENT QUALIFICATIONS.** The responder must have significant knowledge, expertise, and experience working on the redevelopment of properties. We are looking for experience in the redevelopment, reuse, or removal of a blighted and vacant structure.
  2. **SPECIFIC REQUIREMENTS.** The Buyer must provide a concept for the redevelopment, reuse, or removal of the blighted and vacant structure. The concept should include:
    - a. outline of the end use of the property
    - b. expected timeline
    - c. compatibility with current zoning (or proposed zoning changes)
    - d. examples of similar completed projects (if exists)
    - e. additional relevant information
    - f. In a separate, labeled file, provide an estimated project budget with proposed purchase price



## 36 QUALIFICATIONS

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

### 38 1. CONTACT INFORMATION:

39 Buyer Name (dba and legal if different)

- 40 • Contact name
- 41 • Phone
- 42 • Business Email

### 43 2. QUALIFICATIONS

44 Respondent should provide information related to the redevelopment of the property, including those listed in the  
45 Scope of Work. Please provide qualifications of relevant staff and partners.

### 46 3. REFERENCES: Respondent must provide references from other government agencies in which projects were complete, 47 who can attest to Respondent's experience and ability to complete a project. Respondent must provide the name, contact 48 information, and a description of the project.

## 50 STATEMENT OF WORK

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

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

## 55 INSTRUCTIONS FOR SUBMITTING RESPONSE

### 56 1. DESIGNATED CONTACT: The individual listed in the "Designated Contact:" on the posting shall be the single point of contact 57 for this solicitation. RPC shall not be held responsible for information provided by or to any other person. Suspected errors 58 should be immediately reported to the Designated Contact.

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60 **Designated Contact:** Julia Halsted  
61 127 N Wyman St, Ste 100, Rockford, IL 61101  
62 [jhalsted@r1planning.org](mailto:jhalsted@r1planning.org)

### 64 2. GENERAL PROCESS OF SOLICITATION

65 The following is a general description of the solicitation process. RPC may adjust this process, as needed, and makes no  
66 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, Site Tours	Beginning July 26, 2021
7.	Selection of Preferred Response	By September 1, 2021
8.	Additional Negotiation (if necessary)	September 1-30, 2021

9.	Notice of Award	By October 1, 2021
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- 67 **3. PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE:** All questions pertaining to this solicitation must be  
68 submitted *in writing* to the Designated Contact. Questions received and RPC responses may be posted as an  
69 Amendment to the original solicitation on the website; only these posted answers to questions shall be binding on RPC.  
70 Respondents are responsible for monitoring for posted updates.
- 71 **4. SUBMISSION OF RESPONSE:** Response must be received by the Due Date and Time specified herein by electronic  
72 bid response submitted through DemandStar.com. Responses will be downloaded and reviewed for Responsiveness  
73 at the time of response opening.
- 74 **5. ORGANIZATION.** Submissions are to be labeled as follows:

Contents
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

- 75 **6. EVALUATION:** The Winnebago County Chairman determines how well Responses meet the Responsiveness  
76 requirements. Winnebago County Chairman and designees will deem Proposals either subject to further review or  
77 rejected. Respondents who fail to meet minimum requirements, will not be considered for price evaluation and  
78 award. The Winnebago County Chairman and designees will generally evaluate based on categories of information:  
79 Responsiveness, Responsibility, feasibility, and compatibility with neighborhood.
- 80 **7. RESPONSIVENESS:** A Responsive Respondent is one who submits a Proposal that conforms in all material respects  
81 to the Request for Proposal, and includes **all required** forms.
- 82 a. Winnebago County Chairman will determine whether the Proposal meets the stated requirements. Minor  
83 differences or deviations that have negligible impact on the price or suitability of the project may be accepted  
84 or corrections allowed. If no Respondent meets a particular requirement, the requirement may be waived.
- 85 b. Winnebago County Chairman will determine whether the Proposal complied with the instructions for submitting  
86 Proposals. Except for late submissions, and other requirements that by law must be part of the submission, RPC  
87 may require that a Respondent correct deficiencies as a condition of further evaluation.
- 88 **8. RESPONSIBILITY:** A responsible Respondent is one who has the capability in all respects to perform fully the contract  
89 requirements and who has the integrity and reliability that will assure good faith performance. Winnebago County  
90 Chairman determines whether the Respondent is a “responsible” Respondent; a Respondent with whom  
91 Winnebago County can or should do business. For example, Winnebago County may consider the following:
- 92 a. A “prohibited bidder” includes any person assisting an employee of RPC or Winnebago County by reviewing,  
93 drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or  
94 providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of  
95 all or part of these documents. For purposes of this section, an employee of RPC or Winnebago County means  
96 one who, by the nature of his or her duties, has the authority to participate personally and substantially in the  
97 decision to award a contract. No such person or business shall submit specifications to an agency unless  
98 requested to do so by RPC or Winnebago County. No person or business that contracts with the agency to write  
99 specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that  
100 procurement need.

- 101 b. Nothing herein is intended to prohibit a Buyer from bidding or a Proposal from supplying developing technology,  
102 goods or services after providing RPC with a demonstration of the developing technology, goods, or services;  
103 provided the subject of the demonstration to RPC represents industry trends and innovation and is not  
104 specifically designed to meet RPC's needs. Nothing herein is intended to prohibit a person or business from  
105 submitting a bid or Proposal or entering into a contract if the person or business: (i) initiates a communication  
106 with an employee to provide general information about products, services, or industry best practices and, if  
107 applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement  
108 Code or (ii) responds to a communication initiated by an employee of RPC for the purposes of providing  
109 information to evaluate new products, trends, services, or technologies.
- 110 c. Other factors that the Winnebago County Chairman and designees may evaluate to determine responsibility  
111 include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures,  
112 taxpayer identification number, past performance in business or industry, references (including those found  
113 outside the Proposal), compliance with applicable laws, financial responsibility, insurability, effective equal  
114 opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of  
115 supply, and the ability to provide required maintenance service or other matters relating to the Respondent's  
116 ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- 117 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of the Winnebago  
118 County Chairman and designees, to ensure performance of the contract and must provide proof upon request.  
119 RPC may require a performance bond if, in the opinion of Winnebago County Chairman, it ensures performance  
120 of the contract. Winnebago County Chairman may terminate the contract, consistent with the termination for  
121 cause provision of the contract, if the Buyer lacks the financial resources to perform under the contract.
- 122 e. RPC may require that a Respondent correct any deficiencies as a condition of further evaluation.

## ACKNOWLEDGEMENT OF TERMS

*Sign and attach this form to your response. (required)*

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](http://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.
4. Any renewal of the contract is subject to the same terms and conditions as those which apply to the initial term of the contract. Winnebago County Chairman 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 Winnebago County. The contract may neither renew automatically nor renew solely at the Buyer's option.
5. **TERMINATION FOR CAUSE:** Winnebago County Chairman may terminate the contract, in whole or in part, immediately upon notice to the Buyer if: (a) Winnebago County Chairman 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 Winnebago County Chairman that it is unable or unwilling to perform the contract.
  - a. If Buyer fails to perform any material requirement of the contract to Winnebago County Chairman satisfaction, it is in violation of a material provision of the contract. If Winnebago County Chairman determines that the Buyer lacks the financial resources to perform the contract, then Winnebago County Chairman 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 Winnebago County Chairman 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.
6. **TERMINATION FOR CONVENIENCE:** Winnebago County Chairman 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.
7. **AVAILABILITY OF APPROPRIATION:** The contract is contingent upon and subject to the availability of funds. Winnebago County Chairman, 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.

- 167 **8. ASSIGNMENT:** The contract may not be assigned or transferred in whole or in part by Buyer without the prior  
168 written consent of Winnebago County Chairman.
- 169 **9. AUDIT/RETENTION OF RECORDS:** Buyer and its subcontractors shall maintain books and records relating to the  
170 performance of the contract and any subcontract necessary to support amounts charged to RPC or Winnebago  
171 County pursuant the contract or subcontract. Books and records, including information stored in databases or  
172 other computer systems, shall be maintained by the Buyer for a period of three (3) years from the later of the  
173 date of final payment under the contract or completion of the contract, and by the subcontractor(s) for a period  
174 of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal  
175 funds are used to pay contract costs, the Buyer and its subcontractors must retain their respective records for five  
176 (5) years. Books and records required to be maintained under this section shall be available for review or audit by  
177 representatives of: the procuring Agency or other governmental entities with monitoring authority, upon  
178 reasonable notice and during normal business hours. Buyer and its subcontractors shall cooperate fully with any  
179 such audit and with any investigation conducted by any of these entities. Failure to maintain books and records  
180 required by this section shall establish a presumption in favor of RPC for the recovery of any funds paid by RPC or  
181 Winnebago County under the contract or any subcontract for which adequate books and records are not available  
182 to support the purported disbursement. The Buyer or subcontractors shall not impose a charge for audit or  
183 examination of the Buyer's or subcontractor's books and records. 30 ILCS 500/20-65.
- 184 **10. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Buyer's performance of the contract. Buyer shall  
185 continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise  
186 directed by RPC.
- 187 **11. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right  
188 does not waive that Party's right to exercise or enforce that or other rights in the future.
- 189 **12. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable  
190 circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of  
191 terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may  
192 cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.
- 193 **13. CONFIDENTIAL INFORMATION:** Respondent should provide a redacted copy of the Proposal, if applicable, that  
194 removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. Each  
195 Party to the contract, including its agents and subcontractors, may have or gain access to confidential data or  
196 information owned or maintained by the other Party in the course of carrying out its responsibilities under the  
197 contract. Buyer shall presume all information received from RPC or to which it gains access pursuant to the  
198 contract is confidential. Buyer information, unless clearly marked as confidential and exempt from disclosure  
199 under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected,  
200 maintained, or used in the course of performance of the contract shall be disseminated except as authorized by  
201 law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.  
202 The receiving Party must return any and all data collected, maintained, created or used in the course of the  
203 performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at  
204 the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing  
205 obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to  
206 its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any  
207 confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach

of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 210 **14. USE AND OWNERSHIP:** All work performed or supplies created by Buyer under the contract, whether written  
211 documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all  
212 intellectual property and other laws. RPC does waive its right to sole and exclusive ownership for all such work,  
213 unless otherwise agreed in writing. Buyer acknowledges RPC may use the work product for any purpose.  
214 Confidential data or information contained in such work shall be subject to the confidentiality provisions of the  
215 contract.
- 216 **15. INDEMNIFICATION AND LIABILITY:** The Buyer shall indemnify and hold harmless RPC, its agencies, officers,  
217 employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities,  
218 settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a)  
219 any breach or violation by Buyer of any of its certifications, representations, warranties, covenants or agreements;  
220 (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other  
221 damage or loss claimed to result in whole or in part from Buyer's negligent performance; (c) any act, activity or  
222 omission of Buyer or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged  
223 claim that the services or goods provided under the contract infringe, misappropriate, or otherwise violate any  
224 intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be  
225 liable for incidental, special, consequential, or punitive damages.
- 226 **16. INDEPENDENT CONTRACTOR:** Buyer shall act as an independent contractor and not an agent or employee of, or  
227 joint venture with RPC or Winnebago County. All payments by RPC or Winnebago County shall be made on that  
228 basis.
- 229 **17. SOLICITATION AND EMPLOYMENT:** Buyer shall not employ any person employed by RPC or Winnebago County  
230 during the term of the contract to perform any work under the contract. Buyer shall give notice immediately to  
231 the Agency's director if Buyer solicits or intends to solicit RPC or Winnebago County employees to perform any  
232 work under the contract.
- 233 **18. BACKGROUND CHECK:** Whenever RPC or Winnebago County Chairman deems it reasonably necessary for security  
234 reasons, RPC may conduct, at its expense, criminal and driver history background checks of Buyer's and  
235 subcontractor's officers, employees or agents. Buyer or subcontractor shall immediately reassign any individual  
236 who, in the opinion of RPC, does not pass the background checks.
- 237 **19. APPLICABLE LAW:** The Buyer, its employees, agents, and subcontractors shall comply with all applicable Federal,  
238 State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit  
239 requirements in the performance of the contract. Buyer shall be in compliance with applicable tax requirements  
240 and shall be current in payment of such taxes. Buyer shall obtain at its own expense, all licenses and permissions  
241 necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with  
242 and is subject to the laws and rules of RPC.
- 243 **20. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by  
244 reference. 44 ADM. CODE 750.
- 245 **21. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 246 **22. ANTI-TRUST ASSIGNMENT:** If Buyer does not pursue any claim or cause of action it has arising under Federal or  
247 State antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney  
248 General, Buyer shall assign to RPC all of Buyer's rights, title and interest in and to the claim or cause of action.

- 249 **23. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of RPC shall be the only entity  
250 responsible for performance and payment under the contract. When an Agency representative signs, they do so  
251 as approving officer and shall have no liability to Buyer.
- 252 **24. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as  
253 defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with the Agency if that business  
254 or any member of the unitary business group is an expatriated entity.
- 255 **25. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail  
256 whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall  
257 be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via  
258 courier (UPS, Federal Express or other similar and reliable carrier), showing the date and time of successful receipt.  
259 Notices shall be sent to the individuals who signed the contract using the contact information following the  
260 signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving  
261 notice, either Party may change its contact information.
- 262 **26. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by  
263 authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or  
264 against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to  
265 give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive  
266 termination. In the event of a conflict between RPC's and the Buyer's terms, conditions and attachments, RPC's  
267 terms, conditions, and attachments shall prevail.
- 268 **27. PERFORMANCE RECORD/SUSPENSION:** Upon request of RPC or Winnebago County Chairman, Buyer shall meet  
269 to discuss performance or provide contract performance updates to help ensure proper performance of the  
270 contract. RPC may consider Buyer's performance under the contract and compliance with law and rule to  
271 determine whether to continue the contract, whether to suspend Buyer from doing future business with RPC for  
272 a specified period of time, or whether Buyer can be considered responsible on specific future contract  
273 opportunities.
- 274 **28. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by, provided to, or  
275 required to be provided to RPC are subject to the Illinois Freedom of Information Act notwithstanding any  
276 provision to the contrary that may be found in the contract. 5 ILCS 140.
- 277 **29. WARRANTIES FOR SUPPLIES AND SERVICES**
- 278 a. Buyer warrants that the supplies furnished under the contract will: (a) conform to the standards,  
279 specifications, drawings, samples or descriptions furnished by RPC or furnished by the Buyer and agreed to by  
280 RPC, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good  
281 quality and workmanship, and free from defects for a period of twelve months or longer if so specified in  
282 writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and  
283 ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good  
284 title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other  
285 intellectual property rights of any third party. Buyer agrees to reimburse RPC for any losses, costs, damages  
286 or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the  
287 supplies to meet such warranties.
- 288 b. Buyer shall ensure that all manufacturers' warranties are transferred to RPC and shall provide to RPC copies  
289 of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory,  
290 and shall survive RPC's payment, acceptance, inspection, or failure to inspect the supplies.



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c. Buyer warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Buyer shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

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

*Reference the line number and state the modification such as “add,” “replace,” or “delete.”*

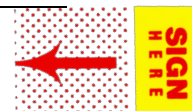
Excluding certifications required by statute to be made by the Respondent, both Parties agree that all of the duties and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Respondent’s exceptions accepted by RPC thereto as set forth here

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Position: \_\_\_\_\_

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



**Required: attach to submission**

If applicable, sign and attach this form to your response. (optional)

### 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**