

**State of Illinois
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Illinois Environmental Protection Agency, Procurement Section

DATE: December 1, 2003

SUBJECT: Illinois Environmental Laboratory Accreditation Program (ILEAP) Assessors – EPA 402

Invitation for Bids (IFB)
 Request for Proposals (RFP)
 Request for Proposals Professional and Artistic Services (RFP P&A)

The Illinois Environmental Protection Agency (AGENCY) is requesting offers from responsible VENDORS to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Brief Description:

The Environmental Protection Agency's Environmental Laboratory Accreditation Program (Program) is responsible for the State of Illinois's environmental laboratory accreditation activities relating to chemical analyses of drinking water, wastewater, soils and hazardous/solid wastes. The Program must comply with the requirements of the USEPA's National Environmental Laboratory Accreditation Program (NELAP). To support these accreditation activities the Program is seeking the services of contractual laboratory assessors that meet NELAP qualifications.

Contractor(s) will perform pre-assessment, assessment and post assessment activities on commercial, federal, state, local government or any other environmental laboratories requesting or maintaining accreditation by the Program.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page" will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "VENDOR Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. Do not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

1.8 PROTEST REVIEW OFFICE:

Agency:	Illinois Environmental Protection Agency	Phone:	217/782-9894
Attn:	Manager, Division of Administration	FAX:	217/524-4959
Address:	P.O. Box 19276	TDD:	217/782-9143
	Springfield, Illinois 62794-9276		

- 1.9 SMALL BUSINESS SET-ASIDE:** Yes ___ No ___. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (**30 ILCS 500/45-45**). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.
- 1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at www.legis.state.il.us/ilcs/chapterlist.html. The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us>.
- 1.11 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may register to view and download procurement information at <http://www.purchase.state.il.us>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.12 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.
- 1.13 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
- 1.14 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the State prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.15 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the State PROJECT CONTACT (see CUSTOM PAGE). Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the AGENCY. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.

- 1.16 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.
- 1.17 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.18 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.
- 1.19 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.20 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.21 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.22 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.23 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.24 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Illinois Procurement Bulletin. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 1.25 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within 7 calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.26 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another VENDOR. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.

- 1.27 COMMENCEMENT OF WORK.** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your risk.
- 1.28 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.29 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.30 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.31 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code and other applicable laws and rules. VENDORS claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information". This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning VENDOR and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the State's evaluation shall be public.
- 1.32 PUBLIC CONTRACTS NUMBER.** VENDORS with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.33 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from www.sos.state.il.us/departments/business_services/bca.html.
- 1.34 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.35 CONTRACTOR SUSPENSION.** Any contractor may be suspended for violation of this Code or for failure to conform to specifications or terms of delivery. Suspension shall be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Contractors may be debarred in accordance with rules promulgated by the chief procurement officer or as otherwise provided by law. (**30 ILCS 500/50-65**)
- 1.36 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "VENDOR Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.

1) SUPPLIES AND SERVICES DESCRIPTIONS.

This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements, and is arranged as follows:

- Description of Supplies and Services
- Pricing/Compensation
- Standard Terms, Conditions and Certifications
- Supplemental Terms and Conditions
- VENDOR Provided Additional Material and Exceptions

The AGENCY intends to incorporate this information into any contract resulting from this solicitation, with the exception of any unacceptable VENDOR Provided Additional Material and Exceptions. **We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.**

Show price information only in the Pricing/Compensation attachment. **When responding to a Request for Proposals, place this attachment in a separate sealed envelope in the offer container.**

Any Supplemental Terms and Conditions required by the AGENCY will be noted, attached and will supercede anything to the contrary in the Standard Terms and Conditions.

The attachment, VENDOR Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

2.) VENDOR PREQUALIFICATION.

You must sign the "VENDOR Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" VENDOR. If you do not provide this information, we may not be able to consider your offer. The "VENDOR Prequalification" section is arranged as follows:

- VENDOR Prequalification Format and Signature
- Business and Directory information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Conflict of Interest Disclosures
- Taxpayer Identification Number

1.37 CRITERIA FOR EVALUATION AND AWARD. We evaluate four categories of information: administrative compliance, VENDOR responsibility, responsiveness and price. All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) Administrative Compliance. We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) VENDOR Responsibility. We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have

financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- c) Evaluation of "responsiveness" and "price" differ depending on the type of solicitation. The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in the following subsections. Only the appropriate subsection applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the State's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.
- d) Invitation for Bids. We will identify the lowest cost offer and may rank the others in order of price. The responsible VENDOR who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.
- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. VENDORS who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked VENDOR. We will determine whether the price is fair and reasonable by considering the offer, including the VENDOR's qualifications, the VENDOR's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

The total number of points for "responsiveness" is 600. VENDORS who do not receive 300 of the total "responsiveness" points need not be considered for price evaluation and award. The elements of responsiveness that will be evaluated and their relative weights are:

	<u>Elements</u>	<u>Weight</u>
1.	Experience – experience conducting laboratory on-site assessments	125
2.	Qualifications – personnel qualifications meeting Section 3.2.1 of the 2001 National Environmental Laboratory Accreditation Conference standards	125
3.	References – references that document experience	45
4.	Documented Procedures – completeness of Standard Operating Procedures for conducting laboratory on-site assessments and implementing Statement of Work	120
5.	Quality Assurance – completeness of quality assurance plan for implementing Statement of Work	70

6.	Qualifications and Experience and Documentation that exceed Statement of Work specifications	35
7.	Resources - enough resources to perform work	80

Price will be a weighted element except for Requests for Proposals for Professional and Artistic Services (P&A). For P&A RFPs, price will not be considered in determining the most qualified VENDOR, but prices submitted by all VENDORS will be used in negotiating a fair and reasonable price.

The total number of points for "price" is 300. We will determine "price" points using the following formula:

$$\text{Maximum price points} \times \frac{\text{Lowest Price}}{\text{Offeror's Price}} = \text{Total Price Points}$$

The maximum number of points is 900 (Responsiveness 600 plus Price 300).

- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

END OF INSTRUCTIONS

TERM OF CONTRACT

1. Beginning and end date of initial term.

Anticipated to be from February 1, 2004 to June 30, 2005

2. Renewal. Except as otherwise shown, the State reserves the right to renew the contract for the same or lesser length of term as the initial term and on the same terms and conditions.

Two (2), one (1) year renewal options, at the Agency's sole discretion.

3. Early Termination. The State reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AGENCY shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

DESCRIPTION OF SUPPLIES AND SERVICES

1. Need for Supplies and Services.

The Illinois Environmental Protection Agency's (IEPA) Illinois Environmental Laboratory Accreditation Program (IL ELAP) is responsible for the environmental laboratory accreditation program relating to chemical analyses for the State of Illinois. To support these accreditation services the IL ELAP is seeking professional services of laboratory assessors to perform laboratory on-site assessments and to evaluate laboratories' responses to deficiencies noted during the on-site assessment

2. Agency's Goal.

The Agency intends to enter into one or more indefinite quantity contracts between the State of Illinois, Environmental Protection Agency and VENDOR(s) for the following purposes:

Performing on-site assessments of commercial, federal, state, local government or any other environmental laboratories requesting or maintaining accreditation by the IL ELAP.

Providing corrective action evaluation services to the IL ELAP. Such services may include one or more of the following: reviewing plans of corrective action, reviewing corrective actions, reviewing standard operating procedures, or reviewing quality assurance manuals submitted by the assessed laboratories in response to deficiencies noted during the on-site assessments.

3. Supplies and/or Services Required.

The AGENCY has prepared the attached Statement of Work entitled "ILELAP On-site Assessment Statement of Work FY 04 – FY08 October 2003," (Attachment A) which describes the supplies and/or services required for this solicitation.

VENDORS shall include in their proposals the following, at a minimum:

a. Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the VENDOR's ability to meet the requirements of the RFP. The proposals should demonstrate the VENDOR's understanding of IEPA's requirements. Each VENDOR is solely responsible for the accuracy and completeness of his proposal.

b. Each proposal must address the elements described by this section in the order listed.

(1). Table of Contents

Proposals shall include a paginated Table of Contents to facilitate locating proposal information.

(2). Abstract

Include a concise abstract of approximately two hundred fifty (250) words giving a general overview of the project and a summary of the VENDOR's approach to its completion.

(3) Scope of Services

VENDORS shall submit a Scope of Services that clearly and concisely describes their technical and management approach to completing the requirements

described in IEPA's Statement of Work (SOW) (RFP Attachment 1). The VENDOR's Scope of Services should be presented in as much detail as judged necessary by the VENDOR; however, an unsupported statement that the VENDOR will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

Note: The estimated number of laboratories seeking primary accreditation with the IEPA is 75. The IEPA has a backlog of approximately 40 on-site assessments. The IEPA may award more than one contract.

Each VENDOR's Scope of Services shall include a brief introduction followed by a discussion of the following technical elements, in the order listed.

i. Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

(a). Overall company organization

Describe the overall organization of the company. Include a company organizational chart, with subcontracting firms included as applicable. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with IEPA.

(b). Project organization

Provide a project-specific organizational chart identifying the key Contractor personnel and key subcontractor personnel as applicable proposed for work on this project. This chart shall specifically include, but need not be limited to, all professional level personnel, name and title of authorized signature, and Senior Assessor / Consultant and subordinate assessor / consultant positions (minimum of two). Show the lines of authority and lines of communication between all participants, including management, supervisory, and technical staff, and points of contact for IEPA. The chart should be realistic and practical. The organizational chart shall be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments and multiple individuals assigned to one position).

(c). Quality Management Plan (QMP)

VENDORS shall submit a Quality Management Plan (QMP).

(d). SOP and QA/QC Documentation

VENDORS shall submit Standard Operating Procedures (SOP) and a Quality Assurance/Quality Control plan applicable to conducting laboratory assessments. The QA/QC plan shall follow guidance for procedures and protocols in the 2001 version of the standards adopted by the National Environmental Laboratory Accreditation Conference (NELAC) and ILELAP.

ii. Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 1 (SOW). VENDORS shall submit with proposals: (a) assessment procedures, (b) an example assessment checklist, and (c) an example assessment report format. These items, once approved by IEPA, shall become the property of IEPA to be used in any and all laboratory assessments for the purpose of accreditation, compliance with accreditation, or renewal of accreditation. The IEPA may require modification of the assessment procedures, assessment checklists and assessment reports to comply with IEPA administrative needs and NELAC requirements.

4. Qualifications of VENDOR and/or VENDOR's staff (or others who would perform).

VENDOR must have and show the qualifications (including as appropriate, education, experience and technical ability) necessary to perform this contract, specifically, the qualifications contained in the IL ELAP On-site Assessment Statement of Work FY 04 – FY08 October 2003.

Specifically, VENDOR must provide the following information in its proposal:

Personnel

VENDOR must describe the qualifications and experience of all key personnel listed in the project-specific organizational chart as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. Personnel assessment training certificates shall also be included with proposals. IEPA will consider only experience that is relevant to the tasks listed in RFP Attachment 1.

Assessors shall be experienced professionals and hold at least a bachelor's degree in a science-related field with technical experience in the laboratory. See also RFP Attachment 1, SOW. In addition, the assessor must:

- a. Have a minimum of 5 years per individual performing laboratory assessments;
- b. Lead Assessors shall have a minimum of 8 years performing laboratory assessments
- c. Be familiar with the relevant legal regulations, accreditation procedures and accreditation requirements;
- d. Have a thorough knowledge of all relevant analytical methodologies in the categories being assessed and the required documents;
- e. Be familiar with requirements for quality assurance documents and standard operating procedures and any other document(s) necessary for a comprehensive records review; and
- f. Be able to communicate effectively both orally and in writing.

Company

VENDOR must describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 1 (SOW). Experience will be considered relevant if the project's major features include laboratory assessing. Both government and private work may be included. Experience gained through previous contracts to IEPA may be considered by IEPA for proposal evaluation, whether or not listed by the VENDOR.

VENDOR's must describe projects undertaken by his company during the past five (5) years (i.e., since January 1999). Experience gained through joint ventures by the company may be included only if the company sponsored the joint venture. In the event that the company has not done business under its present organizational name and status for five years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information. **FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

Each VENDOR must submit a price proposal using IEPA's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** If a VENDOR identifies deficiencies or errors in this format, he should bring this information to the attention of IEPA. IEPA will review the information and issue any correction as an amendment to the solicitation.

To complete the Schedule of Prices, VENDORS shall provide single unit rates for the items listed. All proposed rates should be all-inclusive as described in RFP Attachment 2, Statement of Work, Section 5.0, Measurement and Payment. For items with no charge, "\$0" must be entered.

1. Method and Rate of Compensation

A. Rate Sheet

This form is to be completed for all personnel. All pricing/compensation is to be firm. List the rates (hourly or daily) for the individuals who will perform work under this contract for the "Job Title/Function" listed below. You must be able to fit all personnel required into the job titles listed below. This rate sheet shall be used to complete a written proposal for an assessment.

The rate sheet shall also be used by the VENDOR as inputs in preparing bids for the hypothetical assessments (A, B & C) used only for the price section of the point evaluation system detailed below.

Contractor: _____

Preparation of On-site Assessment Proposal & Scheduling		
Contract Liaison	\$	Per Hour
Lead Assessor	\$	Per Hour
Assessor	\$	Per Hour
Clerical	\$	Per Hour
Other(specify)	\$	Per Hour
Pre-assessment Document Review & Preparation		
Lead Assessor	\$	Per Day
Assessor	\$	Per Day
Clerical	\$	Per Hour
Other(specify)	\$	Per Hour
Travel		
Lead Assessor	\$	Per Hour
Assessor	\$	Per Hour
Other (specify)	\$	Per Hour
On-site Assessment		
Lead Assessor	\$	Per Day
Assessor	\$	Per Day

Other (specify)	\$	Per Day
Final Assessment Report Preparation		
Lead Assessor	\$	Per Hour
Assessor	\$	Per Hour
Clerical	\$	Per Hour
Other(specify)	\$	Per Hour
Corrective Action Evaluation		
Lead Assessor	\$	Per Day
Assessor	\$	Per Day
Expert Testimony		
Lead Assessor	\$	Per Hour
Assessor	\$	Per Hour

B. Bid Evaluation – Hypothetical Assessments (Labs A, B, and C)

In order to compare VENDORS' prices, the AGENCY is requiring all bidders to submit bids for the following three HYPOTHETICAL assessments detailed below, using the unit price information entered above.

NOTE: To assist bidders, the AGENCY has provided an Excel spreadsheet for the hypothetical assessments.

HYPOTHETICAL ASSESSMENT: LAB A

The laboratory is located in Michigan, in a geographic area **NOT** served by Detroit's airport. Regional/commuter airline service is available. Previously, the laboratory has been assessed for compliance with the 1999 National Environmental Laboratory Accreditation Conference (NELAC) Standards. The laboratory is accredited for organic and inorganic analytes in the Non-Potable Water (NPW) and the Solid and Chemical Materials (Solids) matrices. The laboratory will submit most recent versions of its Quality Manual and Analytical Standard Operating Procedures (SOP). This submission may also include any Administrative SOPs (e.g. training, sample receipt, sample log-in, etc) that contain instructions beyond those in the laboratory Quality Manual.

In addition to assessing the laboratory's implementation of a 2001 NELAC compliant quality system the on-site assessment will also consist of auditing laboratory data and reports from the analysis of representative samples. Table 1 lists the methods for which data package audits must be performed.

Table 2 lists the contents of the data packages that the laboratory will prepare for the assessors review. Assessors must audit the data packages against the 2001 NELAC standards and published method requirements.

TABLE 1

<u>Approved Test Methods to be audited for which data package must be reviewed</u>		
Technique / Analyte	Applicable Methods	SPECIAL CONDITIONS

<u>Approved Test Methods to be audited for which data package must be reviewed</u>		
Technique / Analyte	Applicable Methods	SPECIAL CONDITIONS
ICP	USEPA 6010 B / 200.7 R 4.4	Combined SOP for NPW and Solids
Hg	USEPA 245.1 / 7470 A	Combined SOP for NPW and Solids
GC	USEPA 608 / 8081A / 8082	Combined SOP for NPW and Solids
GC/MS	USEPA 624 / 8260 B	Combined SOP for NPW and Solids
	USEPA 625 / 8270 C	Combined SOP for NPW and Solids
ICP/MS	USEPA 6020 A / 200.8 R5.4	Combined SOP for NPW and Solids
Anions	USEPA 300.0 R2.1 / 9056	Combined SOP for NPW and Solids
Cyanide	USEPA 9010 B / 9014 / 335.2	Combined SOP for NPW and Solids
Oxygen Demand	USEPA 405.1 / SM 5210 B, 18 th Ed.	Combined SOP for NPW

TABLE 2

Data Package Content For each identified method (see above); a data package for one sample analyzed by the method must be reviewed. This data package must include a copy of the records/data stated below. Some of the records/data stated below may not be applicable to the analytical technique/method. All records and data must be clearly labeled provide a traceable link to the sample.	
1.	Correspondence between the client and laboratory regarding sample collection and sample containers. If laboratory personnel did not collect the sample, a copy of the laboratory's sample acceptance policy that was sent to client.
2.	Example(s) of Sample Labeling (Field and Laboratory Labels)
3.	Analytical Final Report Issue to Client including any re-issuance of the report
4.	Case Narrative with explanation of qualified data, as applicable
5.	Completed Chain of Chain Form(s) (include all types of CoC forms, internal tracking forms and evidentiary CoC form, if applicable)
6.	Daily Instrument Run Log
7.	Associated Instrument Performance Check(s) Performance Summary w/ record determining acceptance, For example: a) GC/MS: Tune b) ICP: Spectral interference check c) GFAA: Stability Check
8.	Method Blank(s) a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance.
9.	Associated Initial Calibration a) Instrument Printout(s) including instrument response and concentration w/ record determining linearity acceptance. Include equation for the curve, as applicable. b) Copy of applicable page(s) of Standard Receipt/Preparation Log(s)

Data Package Content For each identified method (see above); a data package for one sample analyzed by the method must be reviewed. This data package must include a copy of the records/data stated below. Some of the records/data stated below may not be applicable to the analytical technique/method. All records and data must be clearly labeled provide a traceable link to the sample.	
10.	Associated Initial Calibration Verification Check a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance. b) Copy of applicable page(s) of Standard Preparation Log(s)
11.	All Continuing Calibration Checks a) Instrument Printout(s) including instrument response w/ record determining of acceptance. b) Copy of applicable page(s) of Standard Preparation Log(s)
12.	All Continuing Calibration Blanks a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance.
13.	Surrogate Performance Summary w/ record determining acceptance, as applicable. a) Quality Control Charts, as applicable
14.	Internal Standard Performance Summary w/ record determining acceptance, as applicable
15.	Matrix Spike a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance. b) Copy of applicable page(s) of Standard Preparation Log(s) c) Quality Control Charts, as applicable
16.	Matrix Spike Duplicate or Sample Duplicate a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance. b) Quality Control Charts, as applicable
17.	Laboratory Control Sample a) Instrument Printout(s) including instrument response and concentration w/ record determining acceptance. b) Copy of applicable page(s) of Standard Preparation Log(s) c) Quality Control Charts, as applicable
18.	Analytical Sample Results (including any confirmatory and/or re-analyses) a) Instrument Printout(s) including instrument response and concentration w/qualifiers, as applicable.
19.	Copy of applicable page(s) of Preparation/Extraction Log(s)
20.	Copy of applicable page(s) documenting chemical preservation, turbidity checks, % solids determination, weights etc. This documented information may have been provided in one of the previous documents.
21.	Copy of documentation verifying the completion of data review/cross checks.
22.	Record of Sample Disposal
23.	Copies of any corrective action reports issued during the associated analyses w/investigation and corrective action.

Data Package Content For each identified method (see above); a data package for one sample analyzed by the method must be reviewed. This data package must include a copy of the records/data stated below. Some of the records/data stated below may not be applicable to the analytical technique/method. All records and data must be clearly labeled provide a traceable link to the sample.

24.	Associated worksheets or other documents where manual calculations have been performed on the data.
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LAB A TOTAL (from Excel spreadsheet): _____

HYPOTHETICAL ASSESSMENT: **LAB B**

The laboratory is located in the Indianapolis, Indiana metropolitan area. The laboratory has not been assessed for compliance with any National Environmental Laboratory Accreditation Conference (NELAC) Standards. The laboratory is seeking accreditation for organic and inorganic analytes in the Non-Potable Water (NPW) and the Solid and Chemical Materials (Solids) and Drinking Water (DW) matrices. The laboratory will submit most recent versions of its Quality Manual and Analytical Standard Operating Procedures (SOP). This submission may also include any Administrative SOPs (e.g. training, sample receipt, sample log-in, etc) that contain instructions beyond those in the laboratory Quality Manual.

In addition to assessing the laboratory's implementation of a 2001 NELAC compliant quality system the on-site assessment will also consist of auditing laboratory data and reports from the analysis of representative samples. Table 3 lists the methods for which data package audits must be performed. Table 2 above, lists the contents of the data packages that the laboratory will prepare for the assessors review. Assessors must audit the data packages against the 2001 NELAC standards and published method requirements.

TABLE 3

<u>Approved Test Methods to be audited for which data package must be reviewed</u>		
Technique / Analyte	Applicable Methods	SPECIAL CONDITIONS
ICP	USEPA 6010 B / 200.7 Rev 4.4	Combined SOP for NPW and Solids
Hg	USEPA 245.1 / 7470 A	Combined SOP for NPW and Solids
GC	USEPA 608 / 8081A / 8082	Combined SOP for NPW and Solids
GC/MS	USEPA 624 / 8260 B	Combined SOP for NPW and Solids
	USEPA 625 / 8270 C	Combined SOP for NPW and Solids
ICP/MS	USEPA 6020 A / 200.8 Rev 5.4	Combined SOP for NPW and Solids
Anions	USEPA 300.0 Rev 2.1 / 9056	Combined SOP for NPW and Solids
Cyanide	USEPA 9010 B / 9014 / 335.2	Combined SOP for NPW and Solids
Oxygen Demand	USEPA 405.1 / SM 5210 B, 18 th Ed.	Combined SOP for NPW
ICP	USEPA 200.9 Rev. 2.2	DW only
GC-ECD	USEPA 552.2 Rev 1.0	DW only
Fluoride	SM 18 th Ed. 4500-F ⁻ C	DW only
Alkalinity	SM 18 th Ed. 2320 B	DW only

LAB B TOTAL (from Excel spreadsheet): _____

HYPOTHETICAL ASSESSMENT: LAB C

The laboratory is located in the Chicago, Illinois metropolitan area. Previously, the laboratory has been assessed for compliance with the 1999 National Environmental Laboratory Accreditation Conference (NELAC) Standards. The laboratory is accredited for inorganic analytes in the Non-Potable Water (NPW) matrices. The laboratory will submit most recent versions of its Quality Manual and Analytical Standard Operating Procedures (SOP). This submission may also include any Administrative SOPs (e.g. training, sample receipt, sample log-in, etc) that contain instructions beyond those in the laboratory Quality Manual.

In addition to assessing the laboratory's implementation of a 2001 NELAC compliant quality system the on-site assessment will also consist of auditing laboratory data and reports from the analysis of representative samples. Table 4 lists the methods for which data package audits must be performed. Table 2 above, lists the contents of the data packages that the laboratory will prepare for the assessors review. Assessors must audit the data packages against the 2001 NELAC standards and published method requirements.

TABLE 4

<u>Approved Test Methods to be audited for which data package must be reviewed</u>		
Technique / Analyte	Applicable Methods	SPECIAL CONDITIONS
ICP	SM 18 th Ed. 3120 B	NPW
GFAA	SM 18 th Ed. 3113 B	NPW
Alkalinity	SM 18 th Ed. 2320 B	NPW
Colorimetric	SM 18 th Ed. 3500Cr-D USEPA 351.2 USEPA 353.2 USEPA 365.4 USEPA 375.1	NPW Individual SOPs for each method
Titrimetric	SM 18 th Ed. 2320B SM 18 th Ed. 4500O-C	NPW Individual SOPs for each method
Oxygen Demand	USEPA 405.1 / SM 5210 B, 18 th Ed.	NPW Combined SOP
Gravimetric	SM 18 th Ed. 2540 D	NPW

LAB C TOTAL (from Excel spreadsheet): _____

TOTAL FOR BID EVALUATION PURPOSES ONLY (from Excel spreadsheet):

Lab A (\$_____ X 1/3) + Lab B (\$_____ X 1/3) + Lab C (\$_____ X 1/3) = Bid \$_____

2. Maximum Compensation for Supplies and/or Services.

FOR RESULTING CONTRACT(S)

From time to time, the AGENCY and VENDOR may agree to an amendment to the contract(s) resulting from this solicitation for specific laboratory assessments. These amendments shall incorporate specific work plans and costs for each laboratory assessment, based on the rate sheets submitted pursuant to this solicitation.

3. Expenses. Expenses to be included in the Compensation described above unless separately stated below.

Travel While traveling on IL ELAP official business the contractor must comply with current State of Illinois Travel Regulations. Detailed guidelines for complying with State of Illinois Travel Regulations can be obtained at the following web address (<http://www.state.il.us/cms/employee/travel/default.htm>). Employee per diem as listed in the Travel Regulation is not billable under this contract.

When assessing laboratories located in the State of Illinois, the contractor will be reimbursed by the Agency for actual costs of travel and lodging that are in compliance with State of Illinois Travel Regulations. Costs not in compliance with State of Illinois Travel Regulations will not be reimbursed. Contractor must submit proof (receipts) of travel costs for reimbursement.

When assessing laboratories located outside the State of Illinois, the contractor will be reimbursed by the laboratory for actual costs of travel and lodging that are in compliance with State of Illinois Travel Regulations. Costs not in compliance with State of Illinois Travel Regulations will not be reimbursed. Contractor must submit proof (receipts) of travel costs for reimbursement.

The maximum number of hours allowed for travel is eight (8) hours per assessor per assessment.

4. Payment Terms and Conditions (including when paid, frequency and retainage).

Payment will be made after completion of the contract unless otherwise specified below.

Payment shall be made pursuant to billing terms and conditions agreed to in a resulting contract. The AGENCY anticipates a monthly billing frequency, based upon approved invoices and deliverables.

5. Discounts. ___ % discount for payment within ___ days of delivery. This discount will not be a factor in making the award.

6. Tax Exemption. The ordering agency's Illinois tax exemption number is _____ . Federal tax exemption information is available upon request to the ordering agency.

STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR's option.
2. **BILLING:**
 - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
 - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
 - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
3. **PAYMENT:**
 - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
 - b) The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
 - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR's records as provided for in this CONTRACT.
 - d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - e) As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.
5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise

prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
 - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval upon request.
 - b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
 - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete

performance. AGENCY shall have the option to accept a substitute or to terminate the CONTRACT.

- d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.

12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AGENCY, VENDOR may meet the license requirement through a subcontractor.

13. **MAINTENANCE ASSURANCE:**

- a) The AGENCY reserves the right to maintain any equipment purchased under this CONTRACT using AGENCY personnel or third-party maintainers. In such case, VENDOR shall provide the AGENCY or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AGENCY reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AGENCY shall be without penalty or sanction by VENDOR.
- b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY at no cost adequate documentation and access to specialized or proprietary tools to allow the AGENCY or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another VENDOR and at a price acceptable to the AGENCY.

14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- a) Any documents or information obtained by VENDOR from the AGENCY in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AGENCY.
- b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. '101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

15. **WARRANTY:**

- a) VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and

workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the State to use, the supplies and services being provided and that the State may use same without suit, trouble or hindrance from VENDOR or third parties.

- b) VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

16. LIABILITY AND INSURANCE:

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.
- d) AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1). The State=

liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.

e) Neither party shall be liable for incidental, special or consequential damages.

17. **TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
18. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.
19. **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.
20. **LEGAL ABILITY TO CONTRACT:** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
 - a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
 - b) VENDOR is not in default on an educational loan (**5 ILCS 385/3**).
 - c) VENDOR has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
 - d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
 - e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
 - f) VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting state agency may declare the contract void if this certification is false (**30 ILCS 500/50-11**) or if VENDOR later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
 - g) VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledge that failure to comply can result in the contract being declared void.
 - h) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**30 ILCS 500/50-25**).
 - i) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).

- j) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, /50-45, /50-50)**.
- k) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- l) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 **(30 ILCS 582)**.
- m) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- n) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- o) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- p) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, that in relation to a public works projects, no foreign-made equipment, materials, or supplies furnished to the State under the contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

21. CONFLICTS OF INTEREST: VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the VENDOR=s obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- a. the person intending to contract with the State, their spouse or minor child;
- b. holds an elective office in Illinois;
- c. holds a seat in the Illinois General Assembly;
- d. is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently \$90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- e. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 72% of the total distributable income or an amount in excess of the salary of the Governor **(currently \$150,691.00)**.
- f. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor **(currently \$301,382.00)** from the firm, partnership, association or corporation.

22. BREACH AND OTHER FOR CAUSE TERMINATION: AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii)

commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.

23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
24. **ANTITRUST ASSIGNMENT:** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.
27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.
29. **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements. **(820 ILCS 130/4)** *
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services if valued at more than \$200 per month or \$2000 per year. **(30 ILCS 500/25-60)** *
- Prevailing Wage (all printing contracts) **(30 ILCS 500/25-60)**. *
- Prohibition on Contingent Fees (certain federally funded contracts)
- Other (describe)

*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site (www.state.il.us/agency/idol). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

No other material included

Other material included (describe--attach additional pages if needed)

Exceptions (mark one):

No exceptions

Exceptions taken (describe--attach additional pages if needed)

**VENDOR PREQUALIFICATION
GENERAL**

PREQUALIFICATION. We must have the General Prequalification information described below.

[At some future time we may also establish "Category" prequalification which covers a type of supply or service (such as for office supplies or janitorial services), or "Specific Procurement" prequalification, which would apply to a particular procurement only.]

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AGENCY with the understanding AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AGENCY.

VENDOR (show official name and DBA)

Signature _____

Printed Name _____

Title _____

Date _____

Address _____

Phone/Fax _____

E-mail _____

Business and Directory Information

1. Name of Business (official name and DBA).

2. Business Headquarters (address, phone and fax).

3. If a Division or Subsidiary of another organization provide the name and address of the parent.

4. Billing Address.

5. Name of Chief Executive Officer.

6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).

7. Company Web Site Address.

8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).

9. Length of time in business.

10. Annual Sales for VENDOR=s most recently completed fiscal year.

11. Show number of full-time employees on average during the most recent fiscal year.

References

Provide references from established firms or government agencies (four preferred; two of each type preferred) other than the procuring agency that can attest to your experience and ability to perform the contract subject of this solicitation.

1. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

2. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

3. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

4. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) _____.

_____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number _____

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR _____.

Date of expiration _____.

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a))

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575/1) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) _____

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____
If "Yes," check each that applies.

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
Illinois Department of Transportation _____
Other (identify) _____

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified VENDORS? Yes _____ (attach copy) No _____

If "No", will you make a commitment to contact BEP certified VENDORS and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified VENDORS? Yes _____ No _____

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified VENDORS you plan to use.

CONFLICTS OF INTERESTS DISCLOSURES

Instructions. The Illinois Procurement Code requires that VENDORS desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the VENDOR is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the VENDOR and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the VENDOR.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the VENDOR (or its parent). However, that person must have verified the information with each affected individual.

VENDOR Information. This disclosure information is submitted on behalf of (show official name of VENDOR, and if applicable, d.b.a. and parent):

(Name of VENDOR) _____

(d.b.a., if used) _____

(Name of any parent organization) _____

Address _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

Section I Sec. 50-13 Conflicts of Interest.

- (1) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (2) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (3) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (4) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (5) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (6) Exceptions.
 - (a) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - (b) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
 - (c) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (d) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (e) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

_____ No Conflict of Interest

_____ Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

Section 2: Disclosure of Financial Interest in the VENDOR

All VENDORS, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a".

a. **General disclosure.** For each individual having any of the following financial interests in the VENDOR (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the VENDOR (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (_____)
Ownership value exceeding \$90,414.60 (_____)
Distributive Income Share exceeding 5% (_____)
Distributive Income Share exceeding \$90,414.60 (_____)

Name: _____

Address: _____

For each individual identified above, show:

the dollar value of the ownership interest: \$ _____
or
the proportionate share of the ownership interest: _____%*
and
the type of ownership/distributable income share:
sole proprietorship _____ stock _____ partnership _____ other (explain)

* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% _____ 1 up to 2% _____ 2 up to 3% _____ 3 up to 4% _____
4 up to 5% _____ and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

b. **Publicly traded corporations subject to SEC reporting requirements.** These VENDORS may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. FORM SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be

accepted as being substantially equivalent to 10k. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

- c. **Privately held corporations with more than 400 shareholders.** These VENDORS may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information _____.

Section 3: Disclosure of Potential Conflicts of Interest.

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- a. State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the VENDOR's contract. Identify contracts with the VENDOR in Section "4"]. Yes ____ No ____
- b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____
- c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____
- d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____
- f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____
- h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____
- j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

Explanation of potential conflicts of interest:

Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**

I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

___ Individual

___ Government

___ Sole Proprietor

___ Nonresident Alien

___ Partnership/Legal Corporation

___ Estate or Trust

___ Tax-exempt

___ Pharmacy (Non-Corp.)

___ Corporation providing or
billing medical and/or
health care services

___ Pharmacy/Funeral Home/Cemetery (Corp)

___ Corporation NOT providing
or billing medical an/or
health care services

___ Other: _____