

**State of Illinois**  
**PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Illinois Environmental Protection Agency, Procurement Section

DATE: June 17, 2004

SUBJECT: PROJECT TITLE: Title Search and Document Filing Services  
REFERENCE #: EPA 411

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 Agency requires a vendor to perform title searches and document filing services, for property in all parts of Illinois. These services are necessary to determine current and historical ownership of property (necessary for permitting, remedial and enforcement activities) as well as filing certain program-required documentation on the chain-of-title.

---

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 and VENDOR's RESPONSE in the form of a VENDOR OFFER OF 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.

**INSTRUCTIONS FOR SUBMITTING OFFERS**  
**(CUSTOM PAGE)**

---

**1.1 SUBMIT OFFERS TO:**  
**Environmental Protection Agency**  
**1021 N. Grand Avenue East**  
**Springfield, Illinois 62702**

**LABEL AS:**  
**SEALED BID**  
**Attn: Sheila Day**  
**Project Title & Reference # (see above)**  
**Due Date & Time (see below)**

Electronic Format Requested No    (No)

Note: Offers will be opened at this address. To attend the opening, please use the Converse Street entrance (North entrance).

---

**1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:**   July 2, 2004    
**Time:**   2:00   P.M. Local Springfield Time

---

**1.3 NUMBER OF COPIES:** Submit a signed original and   3   copies of your offer in a sealed container. *If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.*

---

**1.4 OFFER FIRM TIME:**   90   Days from Opening

---

**1.5 SECURITY:** Offer   \$N/A   Performance   \$N/A  

---

**1.6 VENDOR CONFERENCE/SITE VISIT:**   No    
**Mandatory Attendance:**   No    
**Date and Time:** -  
**Location:** -  
-

---

**1.7 PROJECT CONTACT:**

<b>(Agency)</b>	Illinois EPA	<b>Phone:</b>	217/785-1855
<b>(Attn:)</b>	Christopher P. Demeroukas	<b>Fax:</b>	217/524-4959
<b>(Address)</b>	1021 North Grand Ave., East Springfield, Illinois 62792	<b>TDD:</b>	217/782-9143
		<b>E-mail:</b>	Chris.Demeroukas@epa.state.il.us

NOTE: Potential bidders are strongly encouraged to use e-mail to inquire about this solicitation.

---

**1.8 PROTEST REVIEW OFFICE:**

<b>(Agency)</b>	Illinois EPA	<b>Phone:</b>	217/524-1849
<b>(Attn:)</b>	John Donato	<b>Fax:</b>	217/524-4959
<b>(Address)</b>	1021 North Grand Ave., East Springfield, Illinois 62792	<b>TDD:</b>	217/782-9143
		<b>E-mail:</b>	John.Donato@epa.state.il.us

---

- 1.9 SMALL BUSINESS SET-ASIDE:** No (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](http://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. If a Bidder raises a question, the response to which the Agency believes should properly be given to all potential Bidders, the question(s) and answer(s) will be appended to the original procurement document and will be available to download. Answers to questions will be processed as expeditiously as possible. Only questions pertaining specifically to the project will warrant consideration.
- 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](http://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 "Contract for Supplies and Services" and "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) SOLICITATION RESPONSE FORMS FOR SUPPLIES AND SERVICES.  
This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Solicitation Response Forms for Supplies and Services are 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 Solicitation Response Forms identify the parties and the other elements of what will be the contract. If a vendor is awarded a contract, such contract will contain the elements described in this solicitation, as amended through the solicitation process, and any final negotiation with the awardee(s).

By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The State may accept your offer as submitted or, it may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties.

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 \_\_\_\_\_. Vendors who do not receive \_\_\_\_\_ 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:

Elements

Weight

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 \_\_\_\_\_. We will determine "price" points using the following formula:

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

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

- 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**

**VENDOR OFFER OF SUPPLIES AND/OR SERVICES**

The undersigned VENDOR agrees to this OFFER consisting of this page and the attachments described below.

NOTE: This is an offer by the VENDOR to provide supplies and/or services. If awarded a contract, the terms of this solicitation and offer shall form the basis of the contract, modified only by subsequent amendments to this solicitation, and/or final negotiations between the AGENCY and the VENDOR

- 1. TERM OF CONTRACT: The term of the contract anticipated to be awarded as a result of this solicitation, and provisions for renewal and termination are as specified in this attachment.
- 2. DESCRIPTION OF SUPPLIES AND SERVICES: VENDOR shall provide the supplies and/or perform the services specified in this attachment.
- 3. PRICING/COMPENSATION: AGENCY shall pay VENDOR for the supplies and/or services in accordance with the rates or prices established in this attachment.
- 4. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS: Standard terms, conditions and certifications applicable to the contract anticipated to be awarded as a result of this solicitation are specified in this attachment.
- 5. OTHER ATTACHMENTS: Additional terms and conditions are shown in the following attachments:  
 Agency Supplemental Terms and Conditions                     Yes         No  
 Vendor Provided Additional Material and Exceptions             Yes         No

In Witness whereof, VENDOR submits this bid response to the above-referenced solicitation.

VENDOR (show Company name and DBA)

Signature \_\_\_\_\_

Printed Name:

Title:

Date:

Address:

Phone:

Fax:

## TERM OF CONTRACT

1. Beginning and end date of initial term.

The contract will be for the period from the date of execution by the Agency Director (anticipated to be no later than July 15, 2004) through 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.

No renewals.

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 Agency requires a vendor to perform title searches and document filing services, for property in all parts of Illinois. These services are necessary to determine current and historical ownership of property (necessary for permitting, remedial and enforcement activities) as well as filing certain program-required documentation on the chain-of-title.

2. Agency's Goal.

To contract with a qualified Vendor to perform title search and related services.

3. Supplies and/or Services Required.

The Vendor will be required to perform the following services as detailed below:

**SCOPE OF WORK:** The Contractor shall perform the work assigned to it by and under the direction of the Agency's Lead Representative or designee. Work may include searching county records of real estate transactions and ownership maintained by the County Recorder's or Clerk's Offices, as appropriate, to:

- A. Provide a Title Report that confirms current ownership, that lists all lien holders and that indicates all other ownership interests and encumbrances (leases, contracts for sale, life estates, etc.); this second report should be of such quality that a title insurance commitment or policy may be issued based upon its content. The Agency may also request historical ownership information for a specified period of time.
- B. Provide additional search reports that need to be made to update title information already obtained in the first or second reports or that provide additional or historical title information.
- C. Provide search reports to ensure institutional controls and "No Further Remediation Letters" have been properly recorded and maintained.
- D. Record "Voidance of No Further Remediation Letters" with the appropriate County Recorder or Clerk's Office pursuant to 35 Ill. Adm. Code Parts 732, 740 and 742.
- E. Issue title insurance commitments or policies for the fair market value of the property or for \$10,000, whichever is greater, if and when such a commitment or policy may be requested by the Agency at the time that the Agency is enforcing a Notice of Environmental Reclamation Lien in accordance with 415 ILCS 5/21.2, as amended.
- F. File liens in the event this Agency requires your firm to assume lien-filing activities.

**MILESTONES/DELIVERABLES:** Under typical conditions, completed title search reports will be required by the Agency within 30 days or less following receipt of an assignment by the Contractor. However, the Contractor may also be required on a case-by-case basis to provide the Agency with completed title search reports within 30 days or less following receipt of an assignment by the Contractor. A schedule of milestones and deliverables may

be further negotiated through discussions between the Agency and the successful bidder prior to the finalization of the contract.

**PROJECT COORDINATION:** Both the Contractor and the Agency shall designate a Lead Representative. These Lead Representatives shall coordinate the activities of each respective party and shall serve as the principle contact between the parties. Both the Contractor and the Agency may re-designate the Lead Representatives, as they may deem necessary.

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.

5. Performance Security Bond. N/A

If applicable, Vendor shall provide a performance bond equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. For public works contracts, performance bond requirements will be found in Agency Supplemental Terms and Conditions.

6. Subcontracting/Joint Ventures. Not Allowed (Allowed/ Not Allowed)

**PRICING/COMPENSATION**

1. Detail pricing/compensation requirements with at least the following categories of information.

Method and Rate of Compensation. Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.

Vendors shall propose prices in accordance with the following Rate Sheet which will be effective throughout the term of the contract. Below that is a HYPOTHETICAL Cost Sheet for BID EVALUATION PURPOSES ONLY:

RATE SHEET	
Task	Rate
Title Report	
Title Insurance	
Filing Lien	
Filing "Voidance of no Further Remediation Letters"	

**FOR BID EVALUATION PURPOSES ONLY**, bidders shall fill in the following chart showing the "Hypothetical Cost Per Activity" and "TOTAL HYPOTHETICAL COST" information:

HYPOTHETICAL COST SHEET			
Task	Hypothetical Number of Times Task is to be Performed	Rate (from Rate Sheet above)	Hypothetical Cost (number of times per task multiplied by rate per task)
Title Report	45		
Title Insurance	5		
Filing Lien	5		
Filing "Voidance of no Further Remediation Letters"	20		
<b>TOTAL HYPOTHETICAL COST</b>			

2. Maximum Compensation for Supplies and/or Services. Show price in checked category only.

- a.  Firm Price \_\_\_\_\_ (see Rate Sheet) \_\_\_\_\_
- b.  Not-to-exceed
- c.  Estimated Price

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

4. Payment Terms and Conditions (including when paid, frequency and retainage).  
Payment will be made after completion of the contract unless otherwise specified below.

In addition to Standard Terms and Conditions, 3. Billing:

- a) the contractor may submit vouchers to the Agency no more frequently than monthly for services rendered during the previous period;
  - b) invoices will be accompanied by documentation providing evidence that appropriate activities have been completed;
  - c) invoices shall be submitted to: Illinois Environmental Protection Agency, Attn: Fiscal Services, Post Office Box 19276, Springfield, Illinois 62794-9276;
  - d) all invoices shall include the Agency Procurement No. found in at the top of the Contract;
  - e) Questions regarding invoice payment status, invoice processing, etc. for this contract shall be directed to the Agency's Fiscal Services Section, phone 217/782-3250.
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 E9988-7169-04  
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) Payments hereunder are subject to setoff in accordance with the State Comptroller Act (15 ILCS 405).
  - e) 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**).
  - f) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request. (**30 ILCS 500/25-60(b)**). Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein. (**820 ILCS 130/4(a)**).
  
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's 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) If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (**30 ILCS 500/50-10.5**).
  - g) 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 or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
  - h) 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.

- i) VENDOR certifies in accordance with Public Act 93-0575 (**30 ILCS 500/50-12**) that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- j) 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**).
- k) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- l) 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**).
- m) 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**).
- n) 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**).
- o) 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**).
- p) 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**).
- q) 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**).
- r) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will 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](http://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 the resulting Contract between the Agency and Vendor(s):

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)**. \*

\*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](http://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.

Prohibition on Contingent Fees (certain federally funded contracts)

Other (describe)

2. **PRIVITY OF AGREEMENT:** It is expected that this Contract will be funded in part with funds from the United States Environmental Protection Agency (USEPA). Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this Contract or any lower tier agreement. This Contract is subject to regulations contained in 40 CFR Part 31 in effect on the date of the assistance award for this project.
3. **SUPERSESSSION:** The Agency and the Contractor agree that this and other appropriate clauses in 40 CFR 31 or their equivalent, apply to that work eligible for USEPA assistance to be performed under this Contract and that these clauses supersede any conflicting provisions of this Contract.
4. **AUDIT/RETENTION OF RECORDS:** In addition to the provisions found in CONTRACT TERMS AND CONDITIONS, AUDIT/ RETENTION OF RECORDS, the USEPA, the Comptroller General of the United States, or any of their authorized representatives shall have access to all books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

In addition, those records which relate to any controversy arising under a USEPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph 1 above shall have access to records at any reasonable time for as long as the records are maintained.

5. **TERMINATION FOR CAUSE:** In addition to the provisions found in CONTRACT TERMS AND CONDITIONS, TERMINATION, this Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.

If termination for default is effected by the Agency, an equitable adjustment in the price provided for in this Contract shall be made, but 1) no amount shall be allowed for anticipated profit on unperformed services or other work, and 2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Agency because of the Contractor's default. If termination for default is effected by the

Contractor, or if termination for convenience is effected by the Agency, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

Upon receipt of a termination action under paragraph 1 above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Agency all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

Upon termination under paragraph 1 above, the Agency may take over the work and may award another party to complete the work under this Contract.

If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Agency. In such event, adjustment of the price provided for in this Contract shall be made as provided in the provisions found in AA-3" CONTRACT TERMS AND CONDITIONS, TERMINATION.

6. REMEDIES: Except as may be otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of, or relating to, this Contract or the breach of, will be filed exclusively with the Illinois Court of Claims.
7. ENERGY EFFICIENCY: The Contractor agrees to follow mandatory standards and policies on energy efficiency contained in the State's Energy Policy and Planning Act issued in compliance with the Energy and Conservation Act (Public Law 94-163).
8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The Contractor certifies that to the best of its knowledge and belief, it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - ii. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
  - iv. Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - v. A false statement on this certification may be grounds for termination of this Contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.
9. PATENTS, DATA, AND COPYRIGHTS: To the extent that this contract involves research, developmental, experimental, or demonstration work, any discovery or invention which arises or is developed in the course of work under this contract shall be subject to the reporting and rights provisions of 40 CFR part 31.34, in effect on the date of execution of this contract.

## **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.

- 1. Ownership exceeding 5%
- Ownership value exceeding \$90,414.60
- Distributive Income Share exceeding 5%
- Distributive Income Share exceeding \$90,414.60

Name:

Address:

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)

- 2. Ownership exceeding 5%
- Ownership value exceeding \$90,414.60
- Distributive Income Share exceeding 5%
- Distributive Income Share exceeding \$90,414.60

Name:

Address:

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)

3. Ownership exceeding 5%   
Ownership value exceeding \$90,414.60   
Distributive Income Share exceeding 5%   
Distributive Income Share exceeding \$90,414.60

Name:

Address:

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)

4. Ownership exceeding 5%   
Ownership value exceeding \$90,414.60   
Distributive Income Share exceeding 5%   
Distributive Income Share exceeding \$90,414.60

Name:

Address:

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):**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Government                            |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident Alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input type="checkbox"/> Estate or Trust                       |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services    | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical an/or health care services | <input type="checkbox"/> Other:                                |