

# STATE OF ILLINOIS

## SOLICITATION DOCUMENT

IT Websense Support 2012/C12-003

The Office of the Attorney General is inviting responsible vendors to submit bids to meet its needs. Below is a brief description of our needs with detailed requirements in Section 3 of this Invitation For Bids (hereinafter, "IFB"). If you are interested and able to meet these requirements, please submit an Offer.

The Office of the Attorney General shall make all procurements in the most economical, expeditious and commercially reasonable manner that is in accordance with law. The Office of the Attorney General shall procure its needs in accordance with the Attorney General's Procurement Rules (44 Ill. Adm. Code Part 1300) and in a manner substantially in accordance with Articles 1, 15, 20, 25, 35, 40, 50 and 53 of the Illinois Procurement Code (30 ILCS 500/Arts. 1, 15, 20, 25, 35, 40, 45, 50 and 53). Where required by law, the Office of the Attorney General will utilize the IFB process outlined herein. Please read the IFB and sample Contract form and submit your Bid in accordance with the Instructions. The instructions for submitting Bids to respond to this IFB follow in Part A, Section 1, "INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION."

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

☒ Invitation for Bids

### Brief Description:

The Office of Attorney General is seeking the renewal of 900 Websense Web Security with IM Attachment Manager & Bandwith Optimizer Subscription Seat Licenses.

The solicitation package consists of two parts:

**Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS:** Part A consists of the following sections:

- SECTION 1 INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION
- SECTION 2 HOW WE WILL EVALUATE OFFERS
- SECTION 3 SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

These sections provide information necessary for submitting an Offer (a bid or proposal), set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

**Part B OFFER RESPONSE FORMS:** Part B consists of the following sections:

- SECTION 4 OFFER TO STATE OF ILLINOIS, ATTORNEY GENERAL
- SECTION 5 RESPONSIBILITY FORMS
- SECTION 6 RESPONSIVENESS
- SECTION 7 PRICE
- SECTION 8 CONTRACT

Your response to Part B will constitute your Offer to the Office of Attorney General and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the Office of Attorney General will be referred to as "State", "OAG", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

**Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See [www.purchase.state.il.us](http://www.purchase.state.il.us) for additional information.**

**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 discriminate in employment, contracts, or any other activity.*

## SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

**1.1 PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the OAG Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any OAG employee other than the OAG Project Contact. Only written answers to questions shall be binding on the State.

Nick Hatzis  
Office of Attorney General  
100 W. Randolph St., Chicago, IL 60601

Phone: 312-814-1032  
Fax: 312-814-1279  
TDD: 312-814-3374  
nhatzis@atg.state.il.us

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

**1.2 OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: May 25, 2011 Time: 12pm

**DELIVER OFFERS TO:**

Office of Attorney General  
Attn: Iris Delgado  
100 W. Randolph St., 11-917  
Chicago, IL 60601

**LABEL OUTSIDE OF ENVELOPE / CONTAINER:**

IT Websense Support 2012/C12-003  
[Due Date & Time] May 25, 2011, 12pm  
[Vendor Name & Address]

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

**1.3 NUMBER OF COPIES:** You must submit a signed original and 3 copies of the Offer in a sealed container. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Department's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140).

**In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.**

**1.4 OFFER FIRM TIME:** Your Offer must remain firm for 120 days from opening.

**1.5 PROTEST REVIEW OFFICE:**

OFFICE OF ATTORNEY GENERAL  
Attn: Rocco LaSalvia  
100 W. Randolph St., 11-920

Ph: 312-814-3667  
Fax: 312-814-5620  
TDD: 312-814-3374

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

**1.6 PUBLIC CONTRACTS NUMBER:** (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

**1.7 ILLINOIS PROCUREMENT BULLETIN (Bulletin):** We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.

**1.8 AWARD:** We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

**1.9 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the OAG and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the OAG's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the OAG may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

**1.10 RESERVATIONS:** You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the OAG. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

**1.11 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1300) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

## SECTION 2 - HOW WE WILL EVALUATE OFFERS

**2.1 OFFER RESPONSE FORMS:** We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

**2.2 EVALUATION CATEGORIES:** We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

**2.2.1 ADMINISTRATIVE COMPLIANCE:** We will determine whether your Offer complied with the Instructions for Submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

**2.2.2 RESPONSIBILITY:** We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.

- i. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for an OAG contract. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc.
- ii. Section 50-10.5 of the Procurement Code, as amended by Public Act 96-0795, prohibits a person or business from bidding or entering into a contract under the Code if the person or business (a) assisted the OAG in determining whether there was a need for the contract except as part of a response to a publicly issued request for information (RFI) or (b) assisted the OAG by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance. See certifications section of the Contract for the required certifications prior to entering into a contract with the OAG.
- iii. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial 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. Every bid submitted to and contract executed by the OAG and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

You must at all times have financial resources sufficient, in the opinion of the OAG, to ensure performance of the contract and must provide proof upon request. The OAG may terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

**2.2.3 RESPONSIVENESS:** We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the OAG's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

**2.2.4 PRICE:** We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.

**2.3 AWARD:** We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the lowest Price.

## SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

### 3.1 AGENCY'S NEED FOR SUPPLIES / SERVICES

This renewal is required to allow office management to monitor/track internet/network usage throughout the office.

### 3.2 SUPPLIES AND/OR SERVICES REQUIRED

The Office of Attorney General is seeking the renewal of 900 Websense Web Security with IM Attachment Manager & Bandwith Optimizer Subscription Seat Licenses.

The OAG will require and the subscription seat renewal to include the Standard Technical Support 24/7/365.

- Provide online support through Websense support portal
- Manage timely responsiveness and resolution of action requests assigned to all tier support calls
- Maintain documentation and knowledgebase for Websense software and applications supported by Websense Technical Support
- Proprietary database(s) of URL addresses, applications and other valuable information changes to the content of the Databases and certain modifications or revisions to the Software and accompanying media, if any.

### 3.3 MILESTONES AND DELIVERABLES

The OAG will require the subscription seat renewal to include the Standard Technical Support 24/7/365.

### 3.4 REPORTING, STATUS AND MONITORING

3.4.1 At the OAG's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.

3.4.2 Vendor shall cooperate with the OAG in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the OAG.

### 3.5 VENDOR AND STAFF REQUIREMENTS

3.5.1 The subscription seat renewal must include the Standard Technical Support 24/7/365.

3.5.2 Subcontractor Disclosure. Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify in Section 7.7 the names and addresses of all subcontractors you will be entering into a contractual agreement with for a total value of \$25,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

**All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.**

3.5.3 References: You must provide references from established private 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. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms. *[Agency should delete if not requiring references; or modify to fit particular needs for references.]*

### **3.6 WHERE SERVICES TO BE RENDERED**

#### **3.6.1 Telephone Technical Support**

**3.6.2 Work Location Disclosure:** Vendor shall disclose in Section 7.8 the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

### **3.7 OTHER SPECIFICATIONS**

**3.7.2** As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

**3.7.3** As required by Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510, the Vendor certifies that neither the Vendor nor the Vendor's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this procurement by any Federal department or agency.

### **3.8 TERM OF CONTRACT**

The Illinois Attorney General's Office will be considering contract term options as outlined below. It is imperative that all pricing information requested in the IFB be completed.

|                        |                                          |                                           |
|------------------------|------------------------------------------|-------------------------------------------|
| <b>I. Option One:</b>  | <b>Contract Term of one (1) year:</b>    | <b>July 1, 2011 through June 30, 2012</b> |
| <b>II. Option Two:</b> | <b>Contract Term of three (3) years:</b> | <b>July 1, 2011 through June 30, 2014</b> |

**Note:** If the vendor requires payment for services in advance, the OAG can only make payments within a given fiscal year. The state fiscal year commences July 1<sup>st</sup> and ends June 30<sup>th</sup> each year. Therefore, if contract term Option Two is exercised, payments made with respect to the term of this contract must be divided into three installments, the first installment will encompass July 1, 2011 through June 30, 2012; and the second installment will encompass the period of July 1, 2012 through June 30, 2013; and the third installment will encompass the period of July 1, 2013 through June 30, 2014.

### **3.9 RENEWAL**

The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. However, the Contract may not renew automatically, nor may the Contract renew solely at the Vendor's option.

End of Instructions

## SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # IT Websense Support 2012/C12-003

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois, Office of the Attorney General for its' review and possible acceptance. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

### **We have:**

☐ Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

☐ Signed on the space(s) provided.

### **Acknowledgment of Amendments**

☐ We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

**Offer Response Forms:** Accompanying and as part of this Offer you will find:

### **For all Offers**

- ☐ Bid Security, if required
- ☐ Designated number of copies
- ☐ Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.
- ☐ Completed Responsibility Forms packet
  - Business and Directory Information
  - Disclosures and Conflicts of Interest
  - Completed and Signed Taxpayer Identification Number form
- ☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required
- ☐ References, if required
- ☐ Political Contributions
- ☐ **We have made the certification required by Public Act 95-971 and attached the State Board of Elections certificate of registration, if required.**

### **For IFBs**

- ☐ Completed and signed Contract

### **For RFPs**

- ☐ Response to Statement of Work/Specifications/Qualifications and Price sections completed and submitted in separate sealed envelopes in the Offer package.

**Exceptions:** In preparing the Offer we have taken (check one)

- ☐ No Exceptions
- ☐ Exceptions to the OAG's language or requirements in the following sections of the Offer:
  - ☐ Contract
  - ☐ Responsibility forms
  - ☐ Details of the exceptions are shown (check one)
    - ☐ in the text of each section of the Offer
    - ☐ on a separate labeled attachment

**Domestic Products (check one)**

- ☐ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- ☐ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:
- ☐ All products
- ☐ The following individual products (show line item if applicable)

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**Request for Confidential Treatment (check one)**

- ☐ We are not requesting confidential treatment for this Offer.
- ☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the OAG harmless for any costs or damages arising out of the OAG agreeing to withhold the materials based on Vendor's request.

**Protests and Negotiations**

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

**Vendor Contact Person:** The contact person for purposes of responding to any questions the OAG may have is:

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
(Vendor name and DBA)

\_\_\_\_\_  
(Signature of party authorized to bind the named Vendor)

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

## **SECTION 5 - RESPONSIBILITY FORMS**

We have identified various information we need in order to determine if you are eligible to contract with the OAG and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Business and Directory Information

Disclosures and Conflicts of Interest

Minority, Female, Person with Disability Status and Subcontracting

Political Contributions

Complete and sign the:

Taxpayer Identification Form

Attach references, if required

You must include all of this as part of your Offer or risk disqualification.

## Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.
- (o) Department of Human Rights (DHR) Public Contract Number  
If Vendor has employed fifteen (15) 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), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # \_\_\_\_\_ or attach proof of application.

## DISCLOSURES AND CONFLICTS OF INTEREST

**Instructions:** Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures 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.

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: \_\_\_\_\_

### Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

*Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.*

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall 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. The 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.

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

**OR**

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. 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 Illinois Procurement Code.

**OR**

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. 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. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?  
☐ Yes ☐ No
3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)  
☐ Yes ☐ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?  
☐ Yes ☐ No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: \_\_\_\_\_. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):  
 0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 2.0% \_\_\_\_\_ >2.0 to 3.0 % \_\_\_\_\_ > 3.0 to 4.0% \_\_\_\_\_ %  
 >4.0 to 5.0% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:  
 Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here \_\_\_\_\_.

- (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. 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 reelection 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 ☐

**Section 2: Section 50-13 Conflicts of Interest** *(All Vendors must complete this section)*

(a) 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 [\$106,447.20], 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.

(b) 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 (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) 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 [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts 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 3: Debarment/Legal Proceeding Disclosure** *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

|                                                         |                              |                             |
|---------------------------------------------------------|------------------------------|-----------------------------|
| Debarment from contracting with any governmental entity | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Professional licensure discipline                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Bankruptcies                                            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Adverse civil judgments and administrative findings     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Criminal felony convictions                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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**Section 4: Disclosure of Business Operations with Iran** *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;  
or
- ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- ☐ There are no business operations that must be disclosed to comply with the above cited law.
- ☐ The following business operations are disclosed to comply with the above cited law:

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**Section 5: Current and Pending Contracts** *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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**Section 6: Representative Lobbyist/Other Agent** *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

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Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

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Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

**This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.**

This Disclosure information is submitted on behalf of: \_\_\_\_\_

(Vendor/Subcontractor Name)

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

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

## Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the OAG after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, [www.elections.il.gov](http://www.elections.il.gov). Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the OAG may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

## TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

**Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

**Legal Status** (check one):

- |                                                                                                      |                                                                                           |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Individual                                                                  | <input type="checkbox"/> Governmental                                                     |
| <input type="checkbox"/> Sole Proprietor                                                             | <input type="checkbox"/> Nonresident alien                                                |
| <input type="checkbox"/> Partnership                                                                 | <input type="checkbox"/> Estate or trust                                                  |
| <input type="checkbox"/> Legal Services Corporation                                                  | <input type="checkbox"/> Pharmacy (Non-Corp.)                                             |
| <input type="checkbox"/> Tax-exempt                                                                  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity                                           |
|                                                                                                      | <input type="checkbox"/> C = corporation                                                  |
|                                                                                                      | <input type="checkbox"/> P = partnership                                                  |

**Signature:** \_\_\_\_\_

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

## SECTION 6 - RESPONSIVENESS

For this solicitation, you will need to respond to each of the points identified in Section 3 of the Solicitation. You must follow any format shown or referenced below. If none, you may respond freeform provided you address all the points, numbering each point as found in Section 3 and addressing them in the order they appear.

## SECTION 7 - PRICE

**7.0 PRICE SUBMISSION:** The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below:

**7.1 METHOD AND RATE OF COMPENSATION:** Identify the method of 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 and any other available allowances. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.

- ☐ Hourly \_\_\_\_\_
- ☐ Monthly \_\_\_\_\_
- ☒ Annually \_\_\_\_\_
- ☐ Project \_\_\_\_\_
- ☐ Item (show unit of measure and rate) \_\_\_\_\_

**7.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:** Show price in checked category only:

- ☒ Firm Price \_\_\_\_\_
- ☐ Estimated Price \_\_\_\_\_

**7.3 EXPENSES:** Unless otherwise specified, this contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

**7.4 PAYMENT TERMS AND CONDITIONS (including when paid, frequency and retainage):** Payment will be made after completion of the Contract unless otherwise specified below. By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

**7.5 DISCOUNTS:** \_\_\_\_% discount for payment within \_\_\_\_ days of delivery. This discount will not be a factor in making the award.

**7.6 TAX EXEMPTIONS:** State and Federal tax exemption information is available upon request. Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

**7.6.1 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.**

**7.6.2 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.**

**7.6.3 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idoll/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.**

**7.7 SUBCONTRACTORS:** Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify below the names and addresses of all subcontractors you will be entering into a contractual agreement with a total value of \$25,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_

Address \_\_\_\_\_ Description of work \_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_

Address \_\_\_\_\_ Description of work \_\_\_\_\_

All subcontracts must include **the Subcontractor Standard Certifications** and **the Disclosures and Conflicts of Interest**, completed and signed by the subcontractor.

**7.8 WORK LOCATION DISCLOSURE:** Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected Vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

Location where services will be performed \_\_\_\_\_  
Value of services performed at this location \_\_\_\_\_

## **SECTION 8 - CONTRACT**

We expect to contract based on the terms and conditions as set forth in the following OAG Sample Contract. If you are unable to accept one or more parts of the Sample Contract, you will need to identify any exception that you would want us to consider. You may show these changes on the Sample Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests with your Offer.

Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose.

**OFFICE OF THE ATTORNEY GENERAL  
STATE OF ILLINOIS  
SAMPLE CONTRACT**

Lisa Madigan, as Attorney General of the State of Illinois, in her official capacity and not as an individual (hereinafter referred to as "Attorney General") and \* \* \* (hereinafter referred to as "Vendor") hereby agree as follows:

1. **GOODS.** The Vendor agrees to and shall provide the goods as described in "Attachment A". The goods shall be provided at the price set out in "Attachment B".
2. **COMPENSATION.** For budgetary and planning purposes, the amount payable under this contract is not to exceed \$\* \* \*, annually.
3. **TERM.** This contract shall commence on \* \* \*, 2010, and shall terminate on June 30, 2011. No payment will be made and no goods should be provided prior to the effective date.
4. **PAYMENT CONTINGENT UPON APPROPRIATION.** Vendor is given actual knowledge of the fact that payments pursuant to this contract are subject to the appropriation of adequate funds by the General Assembly to the Attorney General for the purposes of this contract. Obligations of the Attorney General will cease immediately without penalty or further payment being required if, at any time, sufficient funds for this contract have not been appropriated or are otherwise unavailable.
5. **LATE PAYMENT CHARGE.** Any late payment charges are subject to and may be paid only in accordance with the provisions of the State Prompt Payment Act (30 ILCS 540/0.01 et seq.).
6. **CONFLICT OF INTEREST.** Vendor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this contract. Further, Vendor agrees to comply with the provisions of the Illinois Procurement Code (the Code) prohibiting conflicts of interest (30 ILCS 500/50-1 through 50-75) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§ 1300.5013 through 1300.5035). All the terms, conditions, and provisions of those sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein. Vendor further represents that the disclosures required by section 50-35 of the Code (30 ILCS 500/50-35), if applicable, have been made and are true and correct.

7. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** Vendor agrees not to commit "unlawful discrimination" in employment as that term is defined in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
8. **BRIBERY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5), which, except as allowed in that section, prohibits the award of a contract to a person or business that has been convicted, or made an admission as a matter of record, of having bribed or attempted to bribe an officer or employee of any state. Vendor acknowledges that the Attorney General's chief procurement officer ("CPO") may declare this contract void if this certification is false.
9. **FELONY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor acknowledges that the CPO may declare this contract void if this certification is false.
10. **SARBANES-OXLEY ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-10.5 of the Code (30 ILCS 500/50-10.5) which, for a period of five (5) years prior to the date of the bid or contract, prohibits a business from bidding on or entering into a contract or subcontract under the Code if the officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. § 7201 et seq.) or of a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.). Vendor acknowledges that the CPO shall declare this contract void if this certification is false.
11. **NON-ASSISTANCE CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract with the Attorney General or with the State of Illinois under Section 50-10.5(e) of the Code (30 ILCS 500/50-10.5(e)). Section 50-10.5(e) of the Code prohibits a person or business from bidding on or entering into a contract with the State if the person or business:
- (1) assisted the State or the Office of the Attorney General in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or
- (2) assisted the State or the Office of the Attorney General by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents.
- For purposes of this Certification, "business" includes all individuals, with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of a business.
- Vendor acknowledges that the CPO shall declare this contract void if this certification is false.
12. **DEBT DELINQUENCY CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract under the Code unless that person or affiliate has entered into a deferred payment plan to payoff the debt. Vendor acknowledges that the CPO may declare this contract void if this certification is false.
13. **USE TAX CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract under the Code unless the person and all the person's affiliates, collect and remit Illinois Use Tax on all sales of tangible personal property into the State of

Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Vendor acknowledges that the CPO may declare this contract void if this certification is false.

14. **ENVIRONMENTAL PROTECTION ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency, if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Vendor acknowledges that the CPO may declare this contract void if this certification is false.
15. **REVOLVING DOOR PROHIBITION CERTIFICATION.** Vendor certifies that it is not barred from engaging in any procurement activity with the Attorney General under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 of the Procurement Code prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to the agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal or contract documents on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. (30 ILCS 500/50-30.)
16. **FORCED LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.
17. **CHILD LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (Public Act 94-264, effective July 19, 2005), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.
18. **EDUCATIONAL LOAN CERTIFICATION.** Vendor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1 et seq.).
19. **BID-RIGGING AND BID ROTATING CERTIFICATION.** Vendor certifies that it is not barred from bidding on contracts with the State of Illinois as a result of a conviction of bid-rigging under section 33E-3 or of bid rotating under section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).
20. **DUES TO CLUBS WHICH DISCRIMINATE CERTIFICATION.** Vendor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. (775 ILCS 25/0.01 et seq.)

21. **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION.** Vendor certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979 (50 App. U.S.C. § 2401 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.
22. **ADA CERTIFICATION.** The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (ADA) and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this contract, Vendor certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.
23. **DRUG FREE WORKPLACE COMPLIANCE CERTIFICATION.** To the extent that this contract is subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.), Vendor certifies and agrees that it will provide a drug free workplace by:
- a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, profession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify Vendor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) Vendor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of any work under this contract and to post the statement in a prominent place in the workplace.
  - d) Notifying the Attorney General within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse, assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act (30 ILCS 580/5).
  - f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- h) Vendor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

24. **TAXPAYER IDENTIFICATION NUMBER.** Under penalties of perjury, Vendor or person executing for Vendor certifies that the name, taxpayer identification number and legal status listed below are correct. Vendor is performing these services as a: (please check one)

TIN Number

- |                                                                                                   |                                                                                           |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Individual                                                               | <input type="checkbox"/> Governmental                                                     |
| <input type="checkbox"/> Sole Proprietorship                                                      | <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 and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other: _____                                                             | <input type="checkbox"/> D = disregarded entity                                           |
|                                                                                                   | <input type="checkbox"/> C = corporation                                                  |
|                                                                                                   | <input type="checkbox"/> P = partnership                                                  |

25. **RETENTION OF RECORDS AND RIGHT TO AUDIT.** Vendor shall maintain and preserve all data, books, supporting documents, and other records relating to the performance of the contract and necessary to support amounts charged to the Attorney General under this contract for a period of three (3) years after the date of final payment to Vendor by the Attorney General under this contract, and for the duration of any audit then in progress. Vendor shall make available all such records for review and audit by the Auditor General, the Attorney General, the Attorney General's CPO and internal auditor. Vendor shall fully cooperate in any audit conducted hereunder and provide full and free access to all relevant materials. Vendor's failure to maintain and preserve the books and records required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the Attorney General hereunder for which such items are not available.
26. **VENDOR STATUS.** Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Vendor shall be deemed at all times to be an independent contractor.
27. **SUBCONTRACTOR.** Vendor will not utilize the services of a subcontractor to fulfill obligations under this contract.
28. **TERMINATION.** This contract may be terminated by the parties hereto, upon five (5) days notice to the other party, with no penalty to the Office of the Attorney General.
29. **COMPTROLLER FILING NOTICE.** Vendor expressly understands that whenever applicable, a copy of this contract and any amendments, cancellation or renewals shall be filed by the Attorney General with the State Comptroller as required by law (30 ILCS 500/20-80).
30. **MODIFICATION OF CONTRACT.** Any changes to the contract shall and must be incorporated in a written amendment to the contract. Such amendment must be signed by all parties to the contract before it may be considered effective.
31. **APPLICABLE LAWS.** The contract and Vendor's obligations under the contract are hereby made subject to and must be performed in compliance with all Federal and State law. The contract shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

32. **BOARD OF ELECTIONS REGISTRATION.** Vendor certifies that either (*check applicable box*):

- ☐ Vendor is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General or
- ☐ Vendor has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of Section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Vendor's failure to comply with Section 20-160 with respect to Vendor's contracts, bids, and proposals with the Attorney General.

**IN WITNESS WHEREOF**, the Attorney General, in her official capacity and not as an individual, and Vendor have caused the contract to be executed.

**ATTORNEY GENERAL:**

Lisa Madigan

BY: \_\_\_\_\_  
Ann M. Spillane

TITLE: Chief of Staff

DATE: \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Type Name of Signatory)

DATE: \_\_\_\_\_