

INVITATION FOR BID BOSSAP CENTRAL MANAGEMENT SERVICES		SOLICITATION NO. : 223538 BID OPEN DATE/TIME: OCT 31, 2008 11:00 AM
FEIN/SSN NO.: 		RETURN IN SEALED ENVELOPE TO: BOSSAP CENTRAL MANAGEMENT SERVICES **405 STRATTON OFF.BLDG** 401 SOUTH SPRING STREET SPRINGFIELD, IL 62706 OUTSIDE OF ENVELOPE SHOULD BE MARKED AS FOLLOWS: SOLICITATION NO.: 223538 DATE: 10/31/08 TIME: 11:00 AM
		CHERYL GWINN BUYER PHONE NO. : (217) 524-9696 DATE ISSUED : 10/16/08 REQ. AGENCY : 41605 CENTRAL MANAGEMENT SERVICES AGENCY REQ. NO. : 41605 REQ. NO. : 1108580 FISCAL YEAR : 2009 CLASS/SUBCLASS : 5043822 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :
PSD CAMERA, VIDEO, BROADCAST QUALITY IOCI		
TO BE COMPLETED BY VENDOR		
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER (IF APPLICABLE). 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID/PROPOSAL REFERENCE NUMBER. THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT.		
STANDARD TERMS & CONDITIONS		
PURSUANT TO THE ILLINOIS PROCUREMENT CODE (30 ILCS 500), WE ARE REQUESTING OFFERS FROM RESPONSIBLE VENDORS TO FILL THE STATE'S NEEDS AS DESCRIBED IN THIS SOLICITATION. PLEASE MAKE AND RETAIN A COPY OF THIS BID FOR YOUR RECORDS. PLEASE PROVIDE ALL OF THE INFORMATION REQUESTED BELOW:		
_____ BIDDING FIRM	_____ CONTACT PERSON (PLEASE PRINT)	_____ TITLE
_____ STREET ADDRESS	_____ CITY, STATE, ZIP CODE	_____ TELEPHONE NO. (TOLL FREE IF AVAILABLE)
_____ FEDERAL EMPLOYER IDENTIFICATION NUMBER		_____ EMAIL ADDRESS
_____ ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER (SEE PARAGRAPH 1.26)		
THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT EACH OF THE CERTIFICATIONS SHALL BE INCORPORATED INTO AND MADE A PART OF THE INVITATION FOR BID, CONTRACT, ORDER DOCUMENT, AMENDMENT, RENEWAL, OR OTHER SIMILAR DOCUMENT TO WHICH THESE CERTIFICATIONS ARE ATTACHED.		
VENDOR PHONE NUMBER : FAX NUMBER :	TITLE	DATE
SIGNATURE OF BIDDER (MUST BE SIGNED IN INK)		

STANDARD TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 2

PLEASE READ THE ENTIRE SOLICITATION PACKAGE AND SUBMIT YOUR OFFER IN ACCORDANCE WITH THE INSTRUCTIONS. IF YOU ARE INTERESTED AND ABLE TO MEET THE REQUIREMENTS SET FORTH IN THIS SOLICITATION, WE WOULD APPRECIATE AND WELCOME AN OFFER.

THIS INVITATION FOR BID CONSISTS OF THE FOLLOWING PARTS:

1. SIGNATURE PAGE. PAGE 1 OF THIS INVITATION TO BID MUST BE SIGNED IN INK AND RETURNED WITH YOUR INVITATION FOR BID.
2. INSTRUCTIONS FOR SUBMITTING YOUR BID.
3. STANDARD TERMS AND CONDITIONS. CONSISTS OF STANDARD TERMS AND CONDITIONS AND DISCLOSURES.
4. SPECIAL TERMS AND CONDITIONS. CONSISTS OF TERMS AND CONDITIONS THAT ARE SPECIFIC TO THIS INVITATION FOR BID.
5. PRICE SHEET. CONSISTS OF DETAILED DESCRIPTION OF SUPPLIES REQUESTED. YOU MUST SUPPLY THE INFORMATION SPECIFICALLY REQUESTED (FOR EXAMPLE, IDENTIFICATION OF MODEL NUMBER AND MANUFACTURER) AND PRICING.
6. CERTIFICATIONS.

INSTRUCTIONS FOR SUBMITTING YOUR BID:

1.1 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 STATUTES CAN BE VIEWED AT [HTTP://WWW.ILGA.GOV/LEGISLATION/ILCS/ILCS.ASP](http://www.ilga.gov/legislation/ilcs/ilcs.asp). THE ILLINOIS PROCUREMENT CODE AND STANDARD PROCUREMENT RULES (44 ILL. ADM. CODE 1), WHICH ARE APPLICABLE TO THIS PROCUREMENT, MAY BE VIEWED AT [HTTP://WWW.PURCHASE.STATE.IL.US](http://www.purchase.state.il.us) BY SELECTING CODE AND RULES.

1.2 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 THROUGH THE INTERNET AT [HTTP://WWW.PURCHASE.STATE.IL.US](http://www.purchase.state.il.us) (CLICK ON REGISTRATION AND SELECT NEW USERS - REGISTRATION).

1.3 SUBMISSION OF OFFER. SEE PAGE 1 FOR DATE, TIME AND ADDRESS FOR SUBMITTING OFFERS. THIS 'INVITATION FOR BID,' COMPLETED, SIGNED AND RETURNED BY YOU, WILL CONSTITUTE YOUR OFFER. YOU MAY MAIL OR HAND DELIVER OFFERS, INCLUDING AMENDMENTS. WE DO NOT ALLOW COMPUTER, FAX, OR OTHER ELECTRONIC SUBMISSIONS EXCEPT IF AUTHORIZED IN THE 'SPECIAL TERMS AND CONDITIONS' IN THIS BID DOCUMENT. WE MUST ACTUALLY RECEIVE SUBMISSIONS AS SPECIFIED. IT SHALL NOT BE SUFFICIENT TO SHOW THAT YOU MAILED OR COMMENCED DELIVERY BEFORE THE CLOSING TIME. ALL TIMES ARE STATE OF ILLINOIS LOCAL TIMES.

1.4 FORM AND CONTENT OF OFFERS. BIDS ARE TO BE SUBMITTED ON THIS FORM AND IN AN ENVELOPE, OR ALTERNATIVELY IN A SEALED CONTAINER. THE FOLLOWING INFORMATION MUST BE CLEARLY SHOWN ON THE OUTSIDE OF THE SEALED CONTAINER OR YOUR BID MAY BE REJECTED: VENDOR NAME AND ADDRESS, BID NUMBER, BID OPENING DATE, AND BID OPENING TIME. ONLY ONE BID WILL BE ACCEPTED IN EACH ENVELOPE OR CONTAINER. OFFERS AND ANY MODIFICATIONS MUST BE SUBMITTED IN INK, TYPED, OR PRINTED FORM AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE. IN ADDITION, THE STATE MAY REQUIRE THAT OFFERS, OR PARTS THEREOF, 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 WITH ILCS, ILLINOIS COMPILED STATUTES). WE ARE NOT REQUIRED TO GRANT EXCEPTIONS AND DEPENDING ON THE EXCEPTION, WE MAY HAVE TO REJECT YOUR OFFER. BY SIGNING ON THE LINE PROVIDED ON PAGE 1 OF THIS INVITATION FOR BID, YOU ARE MAKING AN OFFER TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS AND SPECIFICATIONS FOUND IN EACH SECTION OF THIS BID, EVEN IF YOU DO NOT RETURN ALL OF THE PAGES OF THE BID OR ATTACHMENTS AS REFERENCED IN THIS BID.

1.5 REQUEST TO MODIFY OR WITHDRAW OFFER. YOU MAY MAKE A WRITTEN REQUEST TO MODIFY OR WITHDRAW THE OFFER AT ANY TIME PRIOR TO OPENING. NO ORAL MODIFICATIONS WILL BE ALLOWED. SUCH REQUESTS MUST BE ADDRESSED AND LABELED IN THE SAME MANNER AS THE ORIGINAL OFFER AND PLAINLY MARKED 'MODIFICATION TO (OR WITHDRAWAL OF) OFFER'. WRITTEN REQUESTS RECEIVED BY THE STATE PRIOR TO THE SCHEDULED OPENING TIME WILL BE ACCEPTED. WE WILL CORRECT THE OFFER AFTER OPENING.

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	3

1.6 QUESTIONS. PLEASE DIRECT ALL QUESTIONS TO THE STATE BUYER (SEE PAGE 1). QUESTIONS RECEIVED LESS THAN SEVEN CALENDAR DAYS PRIOR TO THE DATE FOR OPENING MAY BE ANSWERED AT THE DISCRETION OF THE AGENCY. WE WILL PROVIDE WRITTEN ANSWERS TO QUESTIONS OF A GENERAL NATURE OR WHICH WOULD AFFECT THE SOLICITATION. WE WILL EITHER SEND THEM TO ALL ELIGIBLE RECIPIENTS OF THE SOLICITATION OR POST THEM IN THE ILLINOIS PROCUREMENT BULLETIN. ONLY WRITTEN ANSWERS TO QUESTIONS SHALL BE BINDING ON THE STATE.

1.7 VENDOR CONFERENCE/SITE VISIT. SEE 'SPECIAL TERMS AND CONDITIONS' FOR TIME AND LOCATION OF CONFERENCE IF APPLICABLE. ATTENDANCE IS MANDATORY, IF SO DESIGNATED WITHIN THE 'SPECIAL TERMS AND CONDITIONS' OF THIS INVITATION TO BID, 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.

1.8 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 BUYER SHOWN ON PAGE 1. WE WILL ISSUE WRITTEN INSTRUCTIONS, IF APPROPRIATE.

1.9 OPENING. AS INDICATED ON PAGE 1, BIDS ARE TO BE DELIVERED TO ROOM 405, STRATTON OFFICE BUILDING, SPRINGFIELD, IL BY THE DESIGNATED DATE AND TIME. BIDS WILL BE OPENED IN ROOM 801, STRATTON OFFICE BUILDING, SPRINGFIELD, IL. WE WILL OPEN ALL OFFERS PROPERLY AND TIMELY SUBMITTED AND WILL RECORD THE NAMES AND OTHER INFORMATION SPECIFIED BY LAW AND RULE OF THOSE SUBMITTING OFFERS. ALL OFFERS BECOME THE PROPERTY OF THE STATE AND WILL NOT BE RETURNED EXCEPT IN THE CASE OF A LATE SUBMISSION.

1.10 LATE DELIVERY. WE WILL NOT CONSIDER OFFERS RECEIVED AFTER THE STATED OPENING DATE AND TIME.

1.11 OFFER FIRM TIME. SEE 'SPECIAL TERMS AND CONDITIONS.' YOUR OFFER SHALL REMAIN FIRM AND UNALTERED AFTER OPENING FOR THE NUMBER OF DAYS SHOWN.

1.12 INSPECTION OF FACILITIES. WE RESERVE THE RIGHT TO INSPECT AND INVESTIGATE YOUR FACILITIES, EQUIPMENT AND PERSONNEL AND THOSE OF ANY IDENTIFIED SUBCONTRACTORS.

1.13 EVALUATION AND AWARD. WE WILL EVALUATE ALL OFFERS USING THE CRITERIA SHOWN LATER 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. RECEIPT OR POSTING OF A NOTICE OF AWARD IS NOT EQUIVALENT TO A CONTRACT WITH THE STATE. PROTESTED AWARDS ARE SUBJECT TO THE RESOLUTION OF THE PROTEST.

1.14 BEST AND FINAL. WE MAY REQUEST BEST AND FINAL OFFERS IF DEEMED NECESSARY AND WILL DETERMINE THE SCOPE AND SUBJECT OF ANY BEST AND FINAL REQUEST. HOWEVER, YOU SHOULD NOT EXPECT THAT WE WILL ASK FOR BEST AND FINALS TO GIVE YOU AN OPPORTUNITY TO STRENGTHEN YOUR OFFER. THEREFORE, YOU MUST SUBMIT YOUR BEST OFFER BASED ON THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION.

1.15 PROTESTS. READ THIS CAREFULLY FOR NEW REQUIREMENTS. (COMPLETE REQUIREMENTS CAN BE FOUND AT 44 ILL. ADM. CODE 1.5550.)

YOU MUST SUBMIT PROTESTS TO THE PROTEST REVIEW OFFICE IDENTIFIED BELOW. DO NOT SUBMIT IT TO ANY OTHER PERSON OR ADDRESS.

PROTEST REVIEW OFFICER
 DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
 720 STRATTON BUILDING
 401 SOUTH SPRING STREET
 SPRINGFIELD, IL 62706

PHONE: 217-782-9669
 FAX: 217-558-2697
 TDD: 217-785-4115

YOU MUST PROTEST ANYTHING IN THE BULLETIN POSTING OR THE SOLICITATION DOCUMENT WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTING AND IT MUST BE IN OUR HANDS BY THAT DEADLINE.

YOU MUST PROTEST THE AWARD BY NOON OF THE SEVENTH CALENDAR DAY FOLLOWING POSTING TO THE BULLETIN AND IT MUST BE IN OUR HANDS BY THAT DEADLINE.

THE PROTEST MUST CONTAIN THE FOLLOWING AS A MINIMUM:

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	4

A) THE NAME AND ADDRESS OF THE PROTESTOR;

B) APPROPRIATE IDENTIFICATION OF THE PROCUREMENT;

C) A STATEMENT OF REASONS FOR THE PROTEST SPECIFICALLY IDENTIFYING ANY ALLEGED VIOLATION OF THE ILLINOIS PROCUREMENT CODE OR OTHER LAW, ANY ASSOCIATED RULES, OR THE SOLICITATION ITSELF, INCLUDING THE EVALUATION OR AWARD; AND

D) SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS TO SUBSTANTIATE ANY CLAIMS UNLESS NOT AVAILABLE WITHIN THE FILING TIME, IN WHICH CASE, THE EXPECTED AVAILABILITY DATE SHALL BE INDICATED.

IT IS NOT SUFFICIENT TO SIMPLY STATE THAT YOU ARE PROTESTING, THAT YOUR PRODUCT IS BETTER OR THE WINNING BID IS NOT IN THE BEST INTERESTS OF THE STATE. WE MUST HAVE DETAILED REASONS TO SUPPORT THE PROTEST. FAILURE TO DO SO MAY RESULT IN YOUR PROTEST BEING DENIED.

1.16 COMMENCEMENT OF WORK. VENDORS SHALL NOT COMMENCE, AND WILL NOT BE PAID FOR ANY BILLABLE WORK PRIOR TO THE CONTRACT BEING EXECUTED BY THE VENDOR AND THE STATE. ANY EXCEPTION MUST BE APPROVED BY THE STATE PURCHASING OFFICER, THE CHIEF PROCUREMENT OFFICER OR A DESIGNEE OF THE CHIEF PROCUREMENT OFFICER IN ADVANCE OF THE WORK BEING PERFORMED.

1.17 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.

1.18 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.

1.19 COST OF PREPARATION. WE ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY COSTS ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF YOUR OFFER.

1.20 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.

1.21 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. PLEASE SUBMIT REQUESTS FOR ADA ACCOMMODATIONS TO THE BUYER SHOWN ON PAGE 1 OF THIS BID DOCUMENT.

1.22 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)

1.23 OUT-OF-STATE COMPANIES. OUT-OF-STATE COMPANIES MUST CONTACT THE ILLINOIS SECRETARY OF STATE (217/782-1834) REGARDING A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS (805 ILCS 5/13). FORM BCA 13.15 MAY BE DOWNLOADED FROM WWW.SOS.STATE.IL.US.

1.24 VENDOR PREQUALIFICATION. VENDORS INTERESTED IN PREQUALIFICATION WITH THE STATE MUST COMPLETE A BIDDER'S APPLICATION FORM. THE FORM MAY BE DOWNLOADED FROM WWW.STATE.IL.US/CMS.

1.25 EMPLOYMENT TAX CREDITS. VENDORS WHO HIRE QUALIFIED VETERANS MAY BE ELIGIBLE FOR TAX CREDITS. ANY VENDOR RECEIVING A TAX CREDIT PURSUANT TO THIS ACT MUST REPORT TO THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES THE NUMBER OF INDIVIDUALS HIRED FOR WHOM TAX CREDITS ARE RECEIVED. THIS INFORMATION IS DUE BY AUGUST 31 OF EACH YEAR AND IS TO COVER THE PREVIOUS 12 MONTHS (JULY-JUNE). A SIMILAR CREDIT IS AVAILABLE WHEN HIRING CERTAIN EX-OFFENDERS. (SEE THE ACT OR 30 ILCS 500/45/67 AND 45-70 FOR ADDITIONAL INFORMATION.)

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	5

1.26 ILLINOIS DEPARTMENT OF HUMAN RIGHTS (DHR) PUBLIC CONTRACT NUMBER. (775 ILCS 5/2-105) IF YOU HAVE EMPLOYED FIFTEEN OR MORE 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. SHOW YOUR PUBLIC CONTRACT NUMBER OR, IF NOT AVAILABLE, THE DATE THE COMPLETED APPLICATION WAS SUBMITTED TO IDHR ON PAGE 1 OF THIS BID INVITATION. 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 IDHR BY COMPLETING THE REQUIRED FORM.

_____(CHECK IF APPLICABLE) THE NUMBER IS NOT REQUIRED IF 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).

YOU CAN OBTAIN AN APPLICATION FORM BY:

A) TELEPHONE: CALL THE IDHR PUBLIC CONTRACTS UNIT AT (312) 814-2431 BETWEEN MONDAY AND FRIDAY, 8:30 A.M. THRU 5:00 P.M., CST. (TDD 312-263-1579)

B) 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.

C) MAIL: WRITE TO THE DEPARTMENT OF HUMAN RIGHTS, PUBLIC CONTRACTS UNIT, 100 W. RANDOLPH STREET, SUITE 10-100, CHICAGO, IL 60601.

1.27 MINORITY, FEMALE AND PERSONS WITH DISABILITY STATUS. 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. IN ORDER TO BECOME CERTIFIED OR TO OBTAIN A LISTING OF CERTIFIED BUSINESSES, YOU MAY CONTACT 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). YOUR BEP STATUS IS NOT CONSIDERED IN THE EVALUATION PROCESS OF THIS BID INVITATION.

1.28 QUANTITY, ORDER AND DELIVERY REQUIREMENTS.

A) QUANTITY. QUANTITIES SHOWN HEREIN ARE GUARANTEED QUANTITIES THAT WILL BE USED BY THE STATE AND WHEN APPLICABLE BY OTHER GOVERNMENTAL UNITS.

B) PURCHASE ORDERS. ORDER/S AGAINST THIS INVITATION FOR BID WILL BE MADE BY THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES. WHEN APPLICABLE, OTHER GOVERNMENTAL UNITS WILL SUBMIT THEIR OWN FORMS.

C) DELIVERY. UNLESS OTHERWISE SPECIFIED, VENDOR SHALL SHIP IMMEDIATELY UPON RECEIPT OF ORDER. DELIVERY LOCATION IS AS STATED ELSEWHERE IN THIS BID DOCUMENT. UNLESS OTHERWISE STATED HEREIN, VENDOR SHALL SHIP F.O.B. DESTINATION WITH ALL TRANSPORTATION AND HANDLING PAID BY THE VENDOR. PACKING LISTS SHOWING ORDER NUMBER PROVIDED TO YOU MUST BE FURNISHED WITH EACH SHIPMENT.

D) NEW PRODUCTS. ALL SUPPLIES FURNISHED SHALL BE NEW, UNUSED, OF MOST RECENT MANUFACTURE AND NOT DISCONTINUED UNLESS OTHERWISE AUTHORIZED HEREIN.

1.29 CRITERIA FOR EVALUATION AND AWARD. WE EVALUATE FOUR CATEGORIES OF INFORMATION: ADMINISTRATIVE COMPLIANCE, VENDOR RESPONSIBILITY, RESPONSIVENESS AND PRICE. ALL OFFERS MUST MEET THE FOLLOWING ADMINISTRATIVE AND RESPONSIBILITY CRITERIA.

A) ADMINISTRATIVE COMPLIANCE. WE WILL DETERMINE WHETHER THE OFFER COMPLIED WITH 'SUBMISSION OF OFFER' REQUIREMENTS. 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, COMPLIANCE WITH APPLICABLE LAWS, FINANCIAL STABILITY AND THE PERCEIVED ABILITY TO PERFORM COMPLETELY AS SPECIFIED. A

STANDARD TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 6

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. CONSISTENT WITH APPLICABLE LAW AND RULE, WE WILL DETERMINE WHETHER ANY FAILURE TO SUPPLY INFORMATION, OR THE QUALITY OF THE INFORMATION, WILL RESULT IN REJECTION.

C) RESPONSIVENESS. THE RESPONSIBLE VENDOR WHO SUBMITTED THE LOWEST COST OFFER THAT MEETS 'ADMINISTRATIVE' AND 'RESPONSIVENESS' REQUIREMENTS SHALL BE ELIGIBLE FOR AWARD.

D) PRICE. WE WILL IDENTIFY THE LOWEST COST OFFER AND MAY RANK THE OTHERS IN ORDER OF PRICE.

E) ACCESS THE ILLINOIS OFFICE OF THE COMPTROLLER'S OFFSET SYSTEM AS PART OF THE PROCESS TO DETERMINE IF THE VENDOR (AND ANY KNOWN SUB-CONTRACTORS) WHO SUBMITTED THE OFFER TO BE RECOMMENDED FOR AWARD HAS AN UNSATISFIED DELINQUENT DEBT WITH THE STATE. IF DELINQUENT DEBT IS DISCOVERED, THE SELECTED VENDORS' OFFER MAY BE FOUND TO BE NON-RESPONSIVE. THIS STEP DOES NOT RELIEVE ANY VENDOR FROM SATISFYING ANY DEBT OWED TO THE STATE.

1.30 BRAND NAME OR EQUAL. THE DESIGNATION OF BRAND NAME OR CATALOG NUMBER IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. OTHER PRODUCTS WILL BE CONSIDERED UPON 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. WE RESERVE THE RIGHT TO USE OUR DISCRETION TO ELIMINATE UNACCEPTABLE OFFERS.

1.31 TAX EXEMPTION. THE ILLINOIS TAX EXEMPTION NUMBER FOR THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES IS E-9989-0046-05. OTHER AGENCY AND FEDERAL TAX EXEMPTION INFORMATION IS AVAILABLE UPON REQUEST TO THE ORDERING AGENCY.

STANDARD TERMS AND CONDITIONS:

2.1 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).

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. SHOULD IT BE DETERMINED THE TAXES ARE LEGALLY CHARGEABLE TO THE STATE, THE STATE WILL PAY THE TAX AS REQUIRED. THE STATE DOES NOT WARRANT THAT THE INTEREST COMPONENT OF ANY PAYMENT, INCLUDING INSTALLMENT PAYMENTS, TO VENDOR ARE EXEMPT FROM INCOME TAX LIABILITY.

C) BY SUBMITTING AN INVOICE, VENDOR CERTIFIES THE SUPPLIES AND SERVICES MET ALL REQUIREMENTS SET FORTH IN THE CONTRACT AND THE AMOUNT BILLED AND THE EXPENSES INCURRED ARE AS ALLOWED IN THE CONTRACT.

2.2 PAYMENT:

A) LATE PAYMENT CHARGES, IF ANY, SHALL NOT EXCEED THE FORMULA ESTABLISHED IN THE STATE 'PROMPT PAYMENT' ACT (30 ILCS 540/1) AND RULES (74 ILL. ADM. CODE 900). PAYMENTS DELAYED AT THE BEGINNING OF THE STATE'S FISCAL YEAR (JULY AND AUGUST PAYMENTS) BECAUSE OF THE APPROPRIATION PROCESS SHALL NOT BE CONSIDERED A BREACH.

B) THE AGENCY SHALL NOT BE LIABLE TO PAY FOR ANY SUPPLIES OR SERVICES, INCLUDING RELATED EXPENSES, SUBJECT OF THIS CONTRACT INCURRED PRIOR TO THE BEGINNING OF THE TERM OF THIS CONTRACT. ANY CONTRACT OR ORDER LABELED 'SUBJECT TO FINANCING' OR WORDS TO SIMILAR EFFECT IS SUBJECT TO THE AGENCY OBTAINING SUITABLE FINANCING.

C) THE APPROVED INVOICE AMOUNT WILL BE PAID LESS ANY RETAINAGE AND PREVIOUS PARTIAL PAYMENTS. FINAL PAYMENT SHALL BE MADE UPON DETERMINATION BY THE AGENCY THAT ALL REQUIREMENTS UNDER THIS CONTRACT HAVE BEEN COMPLETED, WHICH DETERMINATION SHALL NOT BE UNREASONABLY WITHHELD. SUCH FINAL PAYMENT WILL BE MADE SUBJECT TO ADJUSTMENT AFTER COMPLETION OF AN AUDIT OF VENDOR'S RECORDS AS PROVIDED FOR IN THIS CONTRACT.

D) ANY CONTRACT OR ORDER REQUIRING PAYMENT OF FINANCING INTEREST IS SUBJECT TO THE INTEREST RATE LIMITATION SET BY LAW OF THE GREATER OF 9% OR 125% OF THE G.O. BOND INDEX (30 ILCS 305/1).

E) AS A CONDITION OF PAYMENT, VENDOR MUST PAY ITS EMPLOYEES PREVAILING WAGES AS REQUIRED BY LAW AND MUST PAY ITS SUPPLIERS AND SUBCONTRACTORS AND PROVIDE LIEN WAIVERS ON REQUEST.

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID		VENDOR:	PAGE: 7

2.3 AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60): STATE SHALL USE ITS BEST EFFORTS TO SECURE SUFFICIENT APPROPRIATIONS TO FUND THIS CONTRACT. HOWEVER, THE STATE, AT ITS SOLE OPTION, MAY TERMINATE OR SUSPEND THIS CONTRACT, IN WHOLE OR IN PART, WITHOUT PENALTY OR FURTHER PAYMENT BEING REQUIRED, IF THE ILLINOIS GENERAL ASSEMBLY OR THE FEDERAL FUNDING SOURCE FAILS TO MAKE AN APPROPRIATION SUFFICIENT TO PAY SUCH OBLIGATION, OR IF FUNDS NEEDED ARE INSUFFICIENT FOR ANY REASON.

2.4 CONSULTATION: VENDOR SHALL CONSULT WITH AND KEEP THE AGENCY FULLY INFORMED AS TO THE PROGRESS OF ALL 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.

2.5 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.

2.6 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 AS 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. ALL BOOKS AND RECORDS REQUIRED TO BE MAINTAINED UNDER THIS SECTION SHALL BE AVAILABLE FOR REVIEW OR AUDIT BY REPRESENTATIVES OF THE AUDITOR GENERAL, THE PURCHASING AGENCY, THE INSPECTOR GENERAL AND BY 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 THE 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.

2.7 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.

2.8 INDEPENDENT CONTRACTOR: THE VENDOR SHALL BE AN INDEPENDENT CONTRACTOR. SUPPLIES PROVIDED AND/OR SERVICES PERFORMED PURSUANT TO THE 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.

2.9 RESPONSIBILITY FOR AGENTS AND EMPLOYEES: VENDOR SHALL REMAIN FULLY 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.

2.10 LICENSE: VENDOR, DIRECTLY OR THROUGH ITS EMPLOYEES, SHALL HAVE AND MAINTAIN ANY REQUIRED LICENSE. WITH THE CONSENT OF THE AGENCY, VENDOR MAY MEET THE LICENSE REQUIREMENT THROUGH USE OF A SUBCONTRACTOR.

2.11 ASSIGNMENT AND SUBCONTRACTING:

A) VENDOR MAY NOT ASSIGN, SUBCONTRACT OR TRANSFER ANY INTERESTS 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) 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. THE AGENCY SHALL HAVE THE OPTION TO ACCEPT A SUBSTITUTE OR TO TERMINATE THE CONTRACT.

C) AFTER NOTICE, AGENCY MAY TRANSFER THE CONTRACT FOR PAYMENT RESPONSIBILITY TO ANOTHER STATE AGENCY OR ASSIGN THE CONTRACT TO A THIRD PARTY FOR FINANCING PURPOSES.

2.12 MAINTENANCE ASSURANCE:

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	8

A) THE AGENCY RESERVES THE RIGHT TO MAINTAIN ANY EQUIPMENT PURCHASED UNDER THIS AGREEMENT 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 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 MAKES ARRANGEMENTS FOR CONTINUED SERVICE AND MAINTENANCE THROUGH ANOTHER VENDOR AND AT A PRICE ACCEPTABLE TO THE AGENCY.

2.13 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) 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 PRODUCTS 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 COPYRIGHT, PATENT, TRADE SECRET AND OTHER RELATED PROPRIETARY RIGHTS THEREIN. AGENCY SHALL EXERCISE ALL RIGHTS OF OWNERSHIP IN ALL SUCH WORK PRODUCT WITHOUT RESTRICTION OR LIMITATION IN ANY FORM 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, CONCEPTS, 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.

2.14 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; SUPPLIES SHALL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP, SHALL BE PROVIDED IN ACCORDANCE WITH MANUFACTURER'S STANDARDIZED 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 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.

C) VENDOR WARRANTS THAT IT HAS TITLE TO, OR THE RIGHT TO ALLOW THE STATE TO USE, THE SUPPLIES AND SERVICES BEING PROVIDED AND THAT THE STATE WILL HAVE USE OF SAME WITHOUT SUIT, TROUBLE OR HINDRANCE FROM VENDOR OR THIRD PARTIES.

2.15 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 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

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	9

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. UPON REQUEST, 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 NONINFRINGEMENT; 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) THE AGENCY ASSUMES NO LIABILITY FOR ACTIONS OF VENDOR AND IS UNABLE TO INDEMNIFY OR HOLD VENDOR 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.

2.16 TAX COMPLIANCE: VENDOR SHALL BE IN COMPLIANCE WITH APPLICABLE TAX REQUIREMENTS AND SHALL BE CURRENT IN PAYMENT OF SUCH TAXES.

2.17 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.

2.18 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.

2.19 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 A VENDOR UNDER THE UNITED STATES BANKRUPTCY CODE OR SIMILAR LAW; OR ANY ACTION BY VENDOR TO DISSOLVE, MERGE OR LIQUIDATE; OR (III) MATERIAL MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION PROVIDED BY VENDOR IN THE COURSE OF ANY DEALING BETWEEN THE PARTIES OR BETWEEN VENDOR AND ANY STATE AGENCY. IN THE EVENT OF SUCH TERMINATION FOR CAUSE, THE STATE SHALL HAVE THE OPTION OF PAYING FOR SERVICES PERFORMED AND/OR GOODS DELIVERED AND ACCEPTED BY THE STATE THAT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENT PRIOR TO THE DATE OF TERMINATION, OR THE STATE MAY RETURN ONLY THE UNUSED OR UNCONSUMED GOODS TO THE CONTRACTOR OR VENDOR WITHOUT OBLIGATION FOR PAYMENT THEREOF OR FOR ANY SHIPPING COSTS ASSOCIATED THEREWITH.

2.20 FORCE MAJEURE: FAILURE BY EITHER PARTY TO PERFORM ITS DUTIES AND OBLIGATIONS WILL BE EXCUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, RIOTS, LABOR OR MATERIAL SHORTAGES, LABOR DISPUTES, FIRE, FLOOD, EXPLOSION, LEGISLATION AND GOVERNMENTAL REGULATION.

2.21 DISPUTE RESOLUTION: THE STATE SHALL NOT ENTER INTO BINDING ARBITRATION TO RESOLVE ANY CONTRACT DISPUTE.

2.22 ANTITRUST ASSIGNMENT: VENDOR HEREBY ASSIGNS, SELLS AND TRANSFERS TO THE STATE OF ILLINOIS ALL RIGHT, TITLE AND

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 10	

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.

2.23 APPLICABLE LAW: THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE SUBJECT TO ILLINOIS LAWS AND RULES, INCLUDING THE STANDARD PROCUREMENT RULES. THE DEPARTMENT OF HUMAN RIGHTS' EQUAL OPPORTUNITY REQUIREMENTS 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 OF ILLINOIS DOES NOT WAIVE SOVEREIGN IMMUNITY BY ENTERING INTO THIS CONTRACT. ANY PROVISION CONTAINING A CITATION TO ILLINOIS STATUTORY REQUIREMENTS (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.

2.24 CONTRACTING AUTHORITY: CERTAIN AWARDS AND 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 ACTS AS A CONTRACTING OR APPROVING AGENCY AND SHALL NOT BE RESPONSIBLE FOR COSTS OR FUNDING EVEN THOUGH PAYMENTS MAY BE MADE THROUGH CMS FACILITIES.

* * * * *

FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

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 AS 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: _____

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	11

ADDRESS: _____

PHONE/FAX: _____

SECTION 1: SEC.50-13 CONFLICTS OF INTEREST

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 (\$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.

B) INTERESTES. 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.

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 (\$301,382.00), TO HAVE OR ACQUIRE ANY SUCH CONTRACT OR DIRECT PECUNIARY INTEREST THEREIN.

D) 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.

E) PRIOR INTEREST. 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.

F) EXCEPTIONS.

1) PUBLIC AID PAYMENTS. THIS SECTION DOES NOT APPLY TO PAYMENTS MADE FOR A PUBLIC AID RECIPIENT.

2) 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.

3) 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.

4) 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.

5) 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

STANDARD TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 12

_____ 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) FOR EACH INDIVIDUAL HAVING ONE 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 THE STATED INTEREST, MARK THIS BLANK_____, SKIP SECTION 3, BUT COMPLETE SECTION 4.

OWNERSHIP EXCEEDING 5% (_____)
 OWNERSHIP VALUE EXCEEDING \$90,414.60 (_____)
 DISTRIBUTIVE INCOME SHARE EXCEEDING 5% (_____)
 DISTRIBUTIVE INCOME SHARE EXCEEDING \$90,414.60 (_____)

NAME: _____

ADDRESS: _____

FOR EACH INDIVIDUAL IDENTIFIED ABOVE, SHOW:

THE DOLLAR VALUE OF THE OWNERSHIP INTEREST \$_____

OR

THE PROPORTIONATE SHARE OF THE OWNERSHIP INTEREST: _____%

AND

THE TYPE OF OWNERSHIP/DISTRIBUTABLE INCOME SHARE:

SOLE PROPRIETORSHIP ____ STOCK ____ PARTNERSHIP ____

OTHER (EXPLAIN) _____

FOR PARTNERSHIPS WITH MORE THAN 50 BUT FEWER THAN 400 PARTNERS, THE PROPORTIONATE SHARE OF OWNERSHIP INTEREST OF EACH INDIVIDUAL IDENTIFIED ABOVE MAY BE SHOWN IN THE FOLLOWING RANGES:

1%_____ 1 UP TO 2%_____ 2 UP TO 3%_____ 3 UP TO 4%_____ 4 UP TO 5%_____

AND IN ADDITIONAL 1% INCREMENTS AS APPROPRIATE_____%

FOR PARTNERSHIPS WITH MORE THAN 400 PARTNERS, THE PROPORTIONATE SHARE OF OWNERSHIP MAY BE SHOWN IN THE FOLLOWING RANGES:

0.5% OR LESS_____ GREATER THAN 0.5% TO 1.0%_____ GREATER THAN 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 10 K 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_____

STANDARD TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 13

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 THE END OF THIS SECTION 3 OR 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.

SECTION 4. CURRENT AND PENDING CONTRACTS AND OFFERS (BIDS AND PROPOSALS).

A) VENDOR SHALL IDENTIFY EACH CONTRACT IT HAS WITH OTHER UNITS OF STATE OF ILLINOIS GOVERNMENT BY SHOWING AGENCY NAME AND OTHER DESCRIPTIVE INFORMATION SUCH AS PURCHASE ORDER OR CONTRACT REFERENCE NUMBER (ATTACH ADDITIONAL PAGES AS NECESSARY). SHOW 'NONE' IF APPROPRIATE.

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	14

B) VENDOR SHALL IDENTIFY WHETHER IT HAS PENDING CONTRACTS (INCLUDING LEASES), BIDS, PROPOSALS, OR OTHER ONGOING PROCUREMENT RELATIONSHIPS WITH OTHER UNITS OF STATE OF ILLINOIS GOVERNMENT BY SHOWING AGENCY NAME AND OTHER DESCRIPTIVE INFORMATION SUCH AS BID OR PROJECT NUMBER (ATTACH ADDITIONAL PAGES AS NECESSARY). SHOW 'NONE' IF APPROPRIATE.

DOMESTIC PRODUCTS. YOU MAY BE ELIGIBLE FOR A PREFERENCE WHEN WE EVALUATE YOUR RESPONSE TO THIS SOLICITATION IF YOUR PRODUCT IS MANUFACTURED IN THE UNITED STATES.

THE PROCUREMENT OF DOMESTIC PRODUCTS ACT (30 ILCS 517) STATES: "MANUFACTURED IN THE UNITED STATES MEANS, IN THE CASE OF ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, THAT DESIGN, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING OR OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY OCCURS IN THE UNITED STATES."

IF, AFTER READING THE CITED ACT, YOU MADE THE FOLLOWING CERTIFICATION, WE WILL, AS NECESSARY, INVESTIGATE THE CLAIM AND CONSIDER APPLYING THE ALLOWABLE PREFERENCE SET FORTH IN THE STANDARD PROCUREMENT RULES (44 ILL. ADM. CODE 1.4575).

I CERTIFY THE FOLLOWING PRODUCT OF PRODUCTS BID OR PROPOSED IN RESPONSE TO THIS SOLICITATION MEET THE REQUIREMENTS OF THE PROCUREMENT OF DOMESTIC PRODUCTS ACT:

CHECK AND COMPLETE AS APPLICABLE:

_____ ALL PRODUCTS

_____ THE FOLLOWING LINE ITEM (LIST BY NUMBER OR DESCRIPTION, IF NO LINE NUMBER)

SUBCONTRACTORS. VENDOR SHALL IDENTIFY THE NAMES AND ADDRESSES OF ALL SUBCONTRACTORS UTILIZED BY VENDOR IN THE PERFORMANCE OF THIS CONTRACT, TOGETHER WITH THE ANTICIPATED AMOUNT OF MONEY THAT EACH SUBCONTRACTOR IS EXPECTED TO RECEIVE PURSUANT TO THIS CONTRACT. THE STATE MAY REQUEST UPDATED INFORMATION AT ANY TIME.

FOR PURPOSES OF THIS SECTION, SUBCONTRACTORS ARE THOSE SPECIFICALLY HIRED TO PERFORM ALL OR PART OF THE WORK OF THIS CONTRACT OR TO PROVIDE THE SUPPLIES REQUESTED BY THE STATE.

SUBCONTRACTOR NAME	AMOUNT TO BE PAID
_____	_____
_____	_____
_____	_____
_____	_____

STANDARD TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 15

DISCLOSURE OF BUSINESS OPERATIONS WITH GOVERNMENT OF IRAN
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 :

(1) 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

(2) 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.

- 1. ☐ THERE ARE NO BUSINESS OPERATIONS THAT MUST BE DISCLOSED TO COMPLY WITH THE ABOVE CITED LAW.
- 2. ☐ THE FOLLOWING BUSINESS OPERATIONS ARE DISCLOSED TO COMPLY WITH THE ABOVE CITED LAW:

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).

NAME: _____

TAXPAYER IDENTIFICATION NUMBER:

SOCIAL SECURITY NUMBER: _____

OR

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: _____

STANDARD TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 16	

(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 OF THE BUSINESS AND THE OWNER'S SSN OR FEIN. FOR ALL OTHER ENTITIES, ENTER THE NAME OF THE ENTITY AS USED TO APPLY FOR THE ENTITY'S FEIN AND THE FEIN.)

LEGAL STATUS (CHECK ONE):

☐ INDIVIDUAL	☐ GOVERNMENT
☐ SOLE PROPRIETOR	☐ NONRESIDENT ALIEN
☐ PARTNERSHIP/LEGAL CORPORATION	☐ ESTATE OR TRUST
☐ TAX-EXEMPT	☐ PHARMACY (NON-CORP)
☐ CORPORATION PROVIDING OR BILLING MEDICAL AND/OR HEALTH CARE SERVICES	☐ PHARMACY/FUNERAL HOME/CEMETERY (CORP)
☐ CORPORATION NOT PROVIDING OR BILLING MEDICAL AND/OR HEALTH CARE SERVICES	☐ OTHER: _____
	☐ LIMITED LIABILITY COMPANY
	☐ D DISREGARDED ENTITY
	☐ C CORPORATION
	☐ P PARTNERSHIP

SPECIAL TERMS & CONDITIONS		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE:	17

A10120: BID FIRM TIME:

THE STATE MAY ACCEPT THE BID AT ANY TIME WITHIN 90 DAYS OF BID OPENING AND SUCH ACCEPTANCE SHALL BIND THE BIDDER TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN OR REFERENCED IN THIS INVITATION FOR BID.

M82230: SCOPE:

ONE-TIME PURCHASE OF BROADCAST QUALITY VIDEO CAMERA AND ACCESSORIES FOR THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES' OFFICE OF COMMUNICATION AND INFORMATION.

M82231: BRAND NAMES/COMPATIBILITY:

THE CAMERA SPECIFIED ON LINE 00001, THE LENS ON LINE 00002, AND VIEW FINDER ON LINE 00003, AND THE BATTERIES ON LINE 00006 ARE "BRAND-NAME ONLY" MEANING THAT VENDORS MUST BID ON THE EXACT MODEL LISTED. THE OTHER ITEMS ON THE SOLICITATION ARE ACCESSORIES TO BE USED WITH THAT CAMERA. IN EACH INSTANCE, A REFERENCE PRODUCT IS LISTED. BIDDERS MAY BID ALTERNATE PRODUCTS BUT ARE CAUTIONED THAT IF YOU BID A PRODUCT OTHER THAN THE REFERENCE PRODUCT, THE STATE OF ILLINOIS RESERVES THE RIGHT TO REQUEST A DEMONSTRATION OF THE PRODUCT BID TO PROVE THAT IT IS COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA AND THE FUJINON ZA17X7.6BERM 2/3 INCH HDTV LENS AND PANASONIC AJ-HVF21G VIEW FINDER. UPON NOTIFICATION THE VENDOR MUST DEMONSTRATE THE EQUIPMENT WITHIN 10 WORKING DAYS. THIS DEMONSTRATION MUST BE PROVIDED AT THE JAMES R. THOMPSON CENTER AT 100 W. RANDOLPH ST., CHICAGO, 60601 DURING NORMAL WORKING HOURS. THE DEMONSTRATION SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE STATE OF ILLINOIS. FAILURE TO DEMONSTRATE COMPATIBILITY WILL BE CAUSE FOR REJECTION OF YOUR BID.

METHOD OF AWARD:

AWARD WILL BE MADE BY GROUP TOTAL LISTED HEREIN.

GREY MARKET:

NO GREY MARKET PRODUCTS WILL BE ACCEPTED.

M82232: MANUAL:

A MINIMUM OF ONE MANUAL SHALL BE INCLUDED WITH EACH CAMERA.

SHIPPING:

ALL PRICES ARE TO BE FOB DESTINATION TO CENTRAL MANAGEMENT SERVICES, OFFICE OF COMMUNICATION AND INFORMATION, 120 W. JEFFERSON, THIRD FL., SPRINGFIELD, IL 62702.

M82233: PACKAGING:

ALL PRODUCTS SHALL BE SECURELY PACKAGED TO AVOID DAMAGE IN TRANSIT.

DELIVERY:

PROMPT DELIVERY MAY BE A FACTOR IN DETERMINING THE AWARD. PLEASE STATE THE ESTIMATED DELIVERY DATE IN DAYS AFTER RECEIPT OF ORDER (ARO) IN THE SPACE PROVIDED ON THE FRONT PAGE OF THIS BID.

THE AGENCY DESIRES DELIVERY WITHIN 30 DAYS OR LESS AFTER RECEIPT OF ORDER.

S00103: SPECIFICATION COMPLIANCE:

SPECIAL TERMS & CONDITIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 18
IS THIS BID STRICTLY IN ACCORDANCE WITH OUR SPECIFICATIONS? IF NOT, BIDDER SHALL CLEARLY IDENTIFY ANY AND ALL DEVIATIONS. THE STATE RESERVES THE RIGHT TO DETERMINE IF THE DEVIATION(S) IS MATERIAL. ATTACH ADDITIONAL SHEET(S) IF NECESSARY. _____ _____ _____ THE INCLUSION OF SIMPLE DESCRIPTIVE LITERATURE IS NOT SUFFICIENT FOR THIS PURPOSE. DEVIATIONS MUST BE NOTED ABOVE. THE BURDEN OF PROOF OF SPECIFICATION COMPLIANCE RESTS ENTIRELY WITH THE BIDDER. IF NO EXCEPTIONS ARE TAKEN, THE VENDOR CONFIRMS COMPLETE COMPLIANCE WITH THE SPECIFICATIONS. S00106: WAIVER OF TECHNICAL VARIANCES: THE BUREAU OF STRATEGIC SOURCING & PROCUREMENT RESERVES THE RIGHT TO WAIVE MINOR DEFICIENCIES, INFORMALITIES OR TECHNICAL VARIANCES WHICH BY THEIR NATURE ARE RESTRICTIVE TO A GIVEN MANUFACTURER, IF IN ITS JUDGEMENT, IT WOULD BE IN THE BEST INTEREST OF THE STATE OF ILLINOIS TO DO SO AND IT WOULD NOT PREJUDICE THE RIGHTS OF OTHER BIDDERS. S00181: REMANUFACTURED EQUIPMENT: REMANUFACTURED EQUIPMENT: REMANUFACTURED AND/OR RECONDITIONED EQUIPMENT WILL NOT BE ACCEPTABLE. ALL EQUIPMENT MUST BE NEWLY MANUFACTURED.		

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 19
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00001	UNLESS SPECIFIED ELSEWHERE SHIP TO: CENTRAL MANAGEMENT SERVICES BUREAU OF INFORMATION SERVICES 3RD FLOOR 120 W. JEFFERSON SPRINGFIELD, IL 62702 COMMODITY NO: 5043-822-0750 CAMERA, VIDEO, BROADCAST QUALITY BROADCAST HD SHOULDER-HELD VIDEO CAMERA WITH FULL-SIZE 2/3" CCD BLOCK PROVIDES LOW-LIGHT PERFORMANCE AND COMPATIBILITY WITH 2/3" LENSES FOR ENG, EFP AND DIGITAL CINEMA PRODUCTION. ASPECT RATIO FOR 16:9 (HDTV) FORMAT. CAMERA SYSTEM SHALL INCLUDE THE FOLLOWING CHARACTERISTICS AND CAPABILITIES: 1) MULTI-FORMAT RECORDING SYSTEM THAT SUPPORTS 1080 AT 59.94I, 50I, 29.97P, 25P, 23.98P, 23.98PA AND 720 AT 59.94P, 50P, 29.97P, 25P, 23.98P. 2) 14-BIT A/D DSP CIRCUITS THAT PROVIDE OPTIMUM PICTURE QUALITY, COLOR REPRODUCTION AND LUMINANCE GRADATION. 3) 4:2:2 COLOR SAMPLING AND INDEPENDENT FRAME COMPRESSION. 4) RECORDS FOR 33 MINUTES ON A DVCPRO MEDIUM-SIZE CASSETTE WITH 48KHZ/16-BIT DIGITAL AUDIO ON ALL FOUR CHANNELS. 5) THREE CINEGAMMA TM MODES TO REPLICATE THE LOOK AND FEEL OF FILM. 6) BUILT-IN IEEE1394 DIGITAL OUTPUT ALLOWING USER TO DIRECTLY TRANSFER HD VIDEO TO NONLINEAR EDITING SYSTEMS OR OTHER VTRS. 7) STANDARD HD SDI OUTPUT INCLUDED FOR MONITORING AND LINE RECORDING. 8) BUILT-IN DOWNCONVERTER PRODUCES A SD OUTPUT, ALLOWING THE USE OF SDI ACCESSORIES. 9) LOW-LIGHT SHOOTING DOWN TO 0.032 LUX (AT +62DB GAIN). 10) COMPATIBLE WITH A WIDE RANGE OF 2/3" QUALITY LENSES AND ACCESSORIES. 11) TWO 4-POSITION OPTICAL FILTERS (ND: CLEAR, 1/4, 1/16, 1/64; CC: CROSS, 3200K, 4300K AND 6300K). 12) ELECTRONIC SHUTTER (1/100 TO 1/2000 SEC.) WITH SYNCHRO SCAN SHUTTER (1/60.3 TO 1/249.8 SEC.). 13) SUPPORT WITH REMOTE CONTROL UNIT. 14) SUPPORT WITH DVCPRO HD VTR MACHINE RECORDING FORMAT AS STANDARD IN THE INDUSTRY. NOTE TO BIDDERS: YOU MUST BID THE PANASONIC AJ-HDX900 HD FOR THIS LINE.	2	EACH		

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 20
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00002	THE SPECIFICATIONS/CHARACTERISTICS FOR THE CAMERA ARE LISTED TO ASSIST YOU IN DETERMINING WHICH ACCESSORIES OTHER THAN THE REFERENCE PRODUCTS LISTED ARE COMPATIBLE WITH THIS CAMERA AND LENS SYSTEM. PANASONIC AJ-HDX900 HD COMMODITY NO: 5043-822-0751 LENS, 2/3" HD, ENG STYLE WITH 2X EXTENDER AND DIGI POWER SERVO FOR NEWS AND PRODUCTION. SPECIFICATIONS: 1) CAMERA LENS FORMAT 2/3" 2) FOCUS LENGTH: (1X) 7.6 TO 130MM (2X) 15.2 TO 260 MM 3) ZOOM RATIO: 17X 4) EXTENDER: 2X 5) MAXIMUM RELATIVE APERTURE: 1:1.8 (7.6-102MM) 1:2.3 (130MM) 6) MINIMUM OBJECT DISTANCE FROM IMAGE PLANE: 0.84M 7) M.O.D. FROM FRONT LENS: 0.6M 8) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA. NOTE TO BIDDERS: YOU MUST BID THE FUJINON ZA17X7.6BERM 2/3 INCH HDTV LENS FOR THIS LINE. THE SPECIFICATIONS/ CHARACTERISTICS FOR THE LENS ARE LISTED TO ASSIST YOU IN DETERMINING WHICH ACCESSORIES OTHER THAN THE REFERENCE PRODUCTS LISTED ARE COMPATIBLE WITH THIS CAMERA AND LENS SYSTEM. FUJINON ZA17X7.6BERM 2/3 INCH HDTV LENS	2	EACH		
00003	COMMODITY NO: 5043-822-0752 VIEW FINDER, 2", ELECTRONIC 16:9/4:3 SWITCHABLE HIGH DEFINITION SPECIFICATIONS: 1) IMAGE SYSTEM SHALL BE SWITCHABLE BETWEEN 1080/60 FIELDS AND 1080/50 FIELDS. 2) PICTURE TUBE 2" HIGH-RESOLUTION MONOCHROME. 3) CONTROL KNOBS FOR PEAKING, CONTRAST AND BRIGHTNESS. 4) SWITCHES FOR TALLY HIGH/OFF/LOW AND ZEBRA ON/OFF. 5) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA. NOTE TO BIDDERS: YOU MUST BID THE PANASONIC AJ-HVF21G VIEW FINDER FOR THIS LINE. THE SPECIFICATIONS/	2	EACH		

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 21
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00004	CHARACTERISTICS FOR THE VIEW FINDER ARE LISTED TO ASSIST YOU IN DETERMINING WHICH ACCESSORIES OTHER THAN THE REFERENCE PRODUCTS LISTED ARE COMPATIBLE WITH THIS CAMERA AND LENS SYSTEM. PANASONIC AJ-HVF21G COMMODITY NO: 5043-822-0753 RECORDER, HARD DRIVE PORTABLE, DIRECT TO EDIT SPECIFICATIONS: 1) SHALL RECORD A MINIMUM OF 2.5 HOURS OF DVCPRO HD 720P/1080I. 2) CAPACITY: 160 GIGABYTES 3) MUST BE EASILY MOUNTED ONTO A PANASONIC AJ-HDX900 HD CAMERA WITH MOUNTING KIT, WHICH INCLUDES A COMPREHENSIVE BACKLIT DISPLAY, MENU SYSTEM AND BUTTONS FOR CONTROL AND MANAGEMENT. 4) INCLUDES DRIVER SOFTWARE FOR MAC COMPUTERS. 5) 10-SECOND ELECTRONIC SHOCK CACHE. 6) RECORDED CLIPS CATEGORIZED IN PRE-NAMED FOLDERS. 7) INCLUDES ADVANCED FEATURES SUCH AS TIME LAPSE, RETRO DISK RECORDING AND AND SCENE MARKING. 8) IN DVCPRO HD OR DVCPRO 50 MODE, FILES ARE RECORDED TO DISK IN P2 MXF, NATIVE QUICK TIME AND QUICK TIME REFERENCE FORMATS. 9) IN DVCPRO/DV MODE, FILES ARE RECORDED AS RAW DV, AVI TYPE 1, AVI TYPE 2, AVI TYPE 2 24P, MATROX AVI, CANOPUS AVI, QUICK TIME, QUICK TIME 24P, AVID OMF, PINNACLE AVI, OR P2 MXF FILE FORMATS. 10) DIRECTLY CONNECTED TO A MAC VIA IEEE 1394 INTERFACE. 11) INCLUDES A REMOVABLE/RECHARGEABLE LI-ION BATTERY PACK (WITH AC ADAPTOR). 12) INCLUDES A 2-YEAR (MINIMUM) WARRANTY. 13) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA. MFR: _____ MODEL: _____ PANASONIC FS-100-160 OR APPROVED EQUAL.	2	EACH	_____	_____
00005	COMMODITY NO: 5043-822-0754 CASE, SHIPPING, CUSTOM HARD SHELL SPECIFICATIONS: 1) DESIGNED FOR PANASONIC AJ-HDX900 HD CAMERA.	2	EACH	_____	_____

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 22
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00006	2) UNBREAKABLE. 3) WATERTIGHT, AIRTIGHT AND DUST PROOF. 4) CHEMICAL RESISTANT AND CORROSION PROOF. 5) FOLD-DOWN HANDLES 6) BUILT-IN WHEELS 7) EXTERIOR DIMENSIONS (APPROXIMATE): 31.5"L X 22.87"W X 19"D 8) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900HD CAMERA. MFR:_____MODEL:_____ PANASONIC SHAN-HPX500 OR APPROVED EQUAL COMMODITY NO: 5043-822-0755	2	EACH	_____	_____
	BATTERIES, CAMERA, SNAP-ON GOLD MOUNT, 12 AMPS NOTE TO BIDDERS: YOU MUST BID THE ANTON BAUER DIGITAL HYTRON 140 BATTERIES FOR THIS LINE. NO SUBSTITUTIONS WILL BE ACCEPTED. ANTON BAUER DIGITAL HYTRON 140				
00007	COMMODITY NO: 5043-822-0756 MICROPHONE/HOLDER KIT SPECIFICATIONS: 1) INCLUDES SHOTGUN MICROPHONE, WINDSCREEN AND MICROPHONE HOLDER. 2) MICROPHONE HOLDER SCREW MOUNTABLE TO SIDE OF PANASONIC AJ-HVF21G HIGH-DEFINITION VIEWFINDER. MFR:_____MODEL:_____ PANASONIC AJ-MC700 OR APPROVED EQUAL	2	EACH	_____	_____
00008	COMMODITY NO: 5043-822-0757 VTR, COMPACT, WITH IEEE 1394 INTERFACE AND EDITING CAPABILITIES. SPECIFICATIONS: 1) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA. 2) FOR DESKTOP AND FIELD APPLICATIONS. 3) MUST ALLOW PLAYBACK OF NTSC(480I) 4) TRANSFER NATIVE 100 MBPS DVCPRO HD CONTENT INTO NLE SYSTEMS FOR EDITING. 5) EDITING FUNCTIONS CONTROLLED BY EITHER THE RS422 9-PIN OR IEEE 1394 INTERFACE. 6) ALLOWS THE PLAYBACK OF DVCPRO 50, DVCPRO AND DV TAPES. 7) 4:2:2: COLOR SAMPLING AND INDEPENDENT FRAME COMPRESSION USING THE ADVANCED	2	EACH	_____	_____

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 23
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00009	DVCPRO HD CODE. 8) MUST SUPPORT HD/SD FORMATS INCLUDING 1080/59.94, 1080/50I, 720/60P, 720/59.94P AND 720/50P. 9) DIGITAL AUDIO WITH MINIMUM OF EIGHT EMBEDDED CHANNELS. 10)AC/DC POWER OPERATION. MFR:_____MODEL:_____ PANASONIC AJ-HD1400 OR APPROVED EQUAL. COMMODITY NO: 5043-822-0758 KIT, MOUNTING ATTACHMENT FOR BATTERY AND WIRELESS MICROPHONE EQUIPMENT. KIT PRICE IS TO INCLUDE ONE EACH OF THE FOLLOWING: GOLD MOUNT BATTERY PLATE WIRELESS MICROPHONE SIDE PLATE WIRELESS MICROPHONE GOLD PLATE WIRELESS MICROPHONE BOX SPECIFICATIONS: 1) MUST ATTACH TO BACK OF THE PANASONIC AJ-HDX900 HD CAMERA. 2) MOUNTING PLATE KIT FOR ATTACHING A PORTABLE BATTERY TO POWER THE VIDEO CAMERA. 3) MOUNTING KIT FOR ATTACHING THE WIRELESS SYSTEM TO VIDEO CAMERA. MFR_____MODEL_____ ANTON BAUER GOLD MOUNT BATTERY PLATE QRSP400A OR APPROVED EQUAL. MFR_____MODEL_____ ANTON BAUER WIRELESS MICROPHONE SIDE PLATE ABWMK-KIT OR APPROVED EQUAL. MFR_____MODEL_____ ANTON BAUER MICROPHONE GOLD PLATE UNIVERSAL BP OR APPROVED EQUAL. MFR_____MODEL_____ ANTON BAUER WIRELESS MICROPHONE BOX WRB-185 OR APPROVED EQUAL.	2	KIT	_____	_____
00010	COMMODITY NO: 5043-822-0759 MONITOR, COLOR PRODUCTION, MULTI-FORMAT WITH BUILT-IN WAVEFORM MONITOR TO MONITOR HIGH-DEFINITION VIDEO AND STANDARD-DEFINITION VIDEO ON LOCATION OR IN EDITING SUITES. SPECIFICATIONS: 1) 8.4" SCREEN SIZE; 4:3 ASPECT RATIO;	2	EACH	_____	_____

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 24
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
00011	1024 X 768(XGA) PANEL. 2) APPROXIMATELY 16.77 MILLION COLORS. 3) MULTI-FORMAT: 1080/24/25P, 1080/60/50I, 720P, 576I AND 480I/P AUTO SELECTABLE. 4) REAL-TIME WAVEFORM MONITORING FUNCTION IN 16X9 MODE. 5) DETACHABLE CONTROL PANEL. 6) INDEPENDENT CONTROL KNOBS FOR BRIGHTNESS, CONTRAST, CHROMA, PEAKING/PHASE. 7) EQUIPPED WITH MARKER, UNDERSCAN, ANAMORPHIC AND BLUE-ONLY FUNCTIONS. 8) WEIGHT NOT TO EXCEED 5 LBS. 9) POWER REQUIREMENTS: DC12V (11-17V) 22.8W INCLUDING LOW BATTERY WARNING. 10) MUST BE COMPATIBLE WITH PANASONIC AJ-HDX900 HD CAMERA. MFR: _____ MODEL: _____ PANASONIC BT-LH900 OR APPROVED EQUAL.	2	EACH	_____	_____
	COMMODITY NO: 5043-822-0760 BRACKET, MOUNTING, FOR LCD MONITOR BRACKET MUST BE COMPATIBLE WITH PRODUCT OFFERED ON LINE 00010 (COMMODITY NUMBER 5043-822-0759) AND WITH PANASONIC AJ-HDX900 HD CAMERA. MFR: _____ MODEL: _____ PANASONIC BT-MOUNT OR APPROVED EQUAL.			_____	_____
	COMMODITY NO: 5043-822-0761 CASE, FIELD FIELD CARRYING CASE FOR THE LCD MONITOR OFFERED ON LINE 00010 (COMMODITY NUMBER 5043-822-0759) SPECIFICATIONS: 1) PADDED PROTECTIVE CASE. 2) FOLDING PROTECTIVE SUN VISOR. 3) SHOULDER STRAP. 4) BUILT-IN RAIN/DUST TOP COVER. 5) INTERIOR DIMENSIONS: 8.75"W X 6.7"H X 2.6"D (APPROXIMATELY) MFR: _____ MODEL: _____ PORTA BRACE M0-LH80W OR APPROVED EQUAL			_____	_____
00013	COMMODITY NO: 5043-822-0762 CASE, CARRYING FOR PANASONIC AJ-HDX900 HD CAMERA.	2	EACH	_____	_____

PRICE SHEET		SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :			
INVITATION FOR BID		VENDOR:			PAGE: 25
LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
	SPECIFICATIONS: 1) COMPACT, LIGHTWEIGHT SOFT CARRYING CASE WITH INTERIOR PILLOWING SYSTEM TO CUSHION THE PANASONIC AJ-HDX900 HD CAMERA. 2) REMOVABLE SHOULDER STRAP ATTACHED TO CASE. 3) INCLUDES POCKETS FOR ACCESSORIES ON INSIDE AND OUTSIDE OF CASE. 4) PADDED BOTTOM. 5) WEIGHT NOT TO EXCEED 6 LBS. MFR:_____MODEL:_____ PORTA BRACE CO-AB-M OR APPROVED EQUAL. SUBTOTAL FOR GROUPING LINES: 00001-00013				

CERTIFICATIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 26

CERTIFICATIONS

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 THAT IT HAS NOT COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT (RELATING TO CIVIL PENALTIES UNDER THE ENVIRONMENTAL PROTECTION ACT) WITHIN THE LAST FIVE (5) YEARS, AND IS THEREFORE NOT BARRED FOM BEING AWARDED A CONTRACT. IF THE STATE LATER DETERMINES THAT THIS CERTIFICATION WAS FALSELY MADE BY THE VENDOR, THE VENDOR ACKNOWLEDGES THAT THE CONTRACTING STATE AGENCY/BUYER MAY DECLARE THE CONTRACT VOID. (30 ILCS 500/50-14)

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).

CERTIFICATIONS	SOLICITATION NO.: 223538 OPEN DATE : 10/31/08 T-NUMBER :	
INVITATION FOR BID	VENDOR:	PAGE: 27
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 (30 ILCS 582). 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). S) VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS OR SUPPLIES FURNISHED TO THE STATE UNDER THE CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OF ANY CHILD UNDER THE AGE OF 12 (PA 94-0264). T) VENDOR CERTIFIES THAT IT IS NOT IN VIOLATION OF SECTION 50-14.5 OF THE ILLINOIS PROCUREMENT CODE THAT STATES: OWNERS OF RESIDENTIAL BUILDINGS WHO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE LEAD POISONING PREVENTION ACT (410 ILCS 45) ARE PROHIBITED FROM DOING BUSINESS WITH THE STATE OF ILLINOIS OR ANY STATE AGENCY UNTIL THE VIOLATION IS MITIGATED . U) IN ACCORDANCE WITH THE STEEL PRODUCTS PROCUREMENT ACT, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF A CONTRACT FOR PUBLIC WORKS SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY GRANTS AN EXCEPTION (30 ILCS 565). V) VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER UNIT OF GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS, IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHO HAD PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY (EO NO. 1 (2007)). W) VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THE CONTRACT SUBJECT TO ITS BID OR OFFER, AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT PERFORMING SUBSTANTIALLY SIMILAR WORK THAT WILL BE PERFORMED UNDER THIS CONTRACT (30 ILCS 500/25-80).		