

INVITATION FOR BID BUREAU OF STRATEGIC SOURCING CENTRAL MANAGEMENT SERVICES		SOLICITATION NO. : 226473 BID OPEN DATE/TIME: FEB 03, 2012 11:00 AM
FEIN/SSN NO.: 		RETURN IN SEALED ENVELOPE TO: BUREAU OF STRATEGIC SOURCING CENTRAL MANAGEMENT SERVICES **801 STRATTON OFF.BLDG** 401 SOUTH SPRING STREET SPRINGFIELD, IL 62706 OUTSIDE OF ENVELOPE SHOULD BE MARKED AS FOLLOWS: SOLICITATION NO.: 226473 DATE: 02/03/12 TIME: 11:00 AM
		LANCE TRAYNOR BUYER PHONE NO. : (217) 782-4561 DATE ISSUED : 01/12/12 REQ. AGENCY : 42025 COMMERCE & ECONOMIC OPPORTUNITY AGENCY REQ. NO. : 1136 0020 REQ. NO. : 1128351 FISCAL YEAR : 2012 CLASS/SUBCLASS : X011420 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :
PRT PUBL., ILLINOIS TRAVEL GUIDE		
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.		
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 THAT THE STATE MAY ACCEPT. WE ARE ALSO CERTIFYING TO COMPLIANCE WITH THE VARIOUS REQUIREMENTS OF THE SOLICITATION AND THE DOCUMENTS CONTAINED IN THE SOLICITATION.		
THE UNDERSIGNED FURTHER 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.		
PLEASE MAKE AND RETAIN A COPY OF THIS BID FOR YOUR RECORDS. PLEASE PROVIDE ALL OF THE INFORMATION REQUESTED BELOW:		
_____ VENDOR NAME AND DBA	_____ CONTACT PERSON (PLEASE PRINT)	_____ TITLE
_____ STREET ADDRESS	_____ CITY, STATE, ZIP CODE	_____ TELEPHONE # TOLL FREE IF AVAILABLE
VENDOR PHONE NUMBER : FAX NUMBER :	TITLE	DATE
SIGNATURE OF BIDDER (MUST BE SIGNED IN INK)		

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FEDERAL EMPLOYER IDENTIFICATION NUMBER _____ EMAIL ADDRESS _____

ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER _____ (SEE PARAGRAPH 1.24)
 EXPIRATION DATE _____

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.

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 FOR ADDITIONAL INFORMATION.

THIS INVITATION TO 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.

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.

YOUR RESPONSE WILL CONSTITUTE YOUR OFFER TO THE STATE 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 STATE OF ILLINOIS WILL BE REFERRED TO AS "STATE", "AGENCY", "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.

INSTRUCTIONS FOR SUBMITTING YOUR BID:

1.0 PROJECT CONTACT. IF YOU HAVE A QUESTION OR SUSPECT AN ERROR, YOU MUST IMMEDIATELY NOTIFY THE STATE BUYER (SEE PAGE 1). DO NOT DISCUSS THE SOLICITATION OR YOUR OFFER, DIRECTLY OR INDIRECTLY, WITH ANY STATE OFFICER OR EMPLOYEE OTHER THAN THE STATE BUYER. 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 ON THE ILLINOIS PROCUREMENT BULLETIN. ONLY WRITTEN ANSWERS TO QUESTIONS SHALL BE BINDING ON THE STATE.

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 (BULLETIN): WE PUBLISH PROCUREMENT INFORMATION (INCLUDING UPDATES) IN THE ELECTRONIC BULLETIN ([HTTP://WWW.PURCHASE.STATE.IL.US](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.

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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. PRIOR TO THE DUE DATE, 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 PHYSICALLY RECEIVE SUBMISSIONS AS SPECIFIED. IT SHALL NOT BE SUFFICIENT TO SHOW THAT 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.

1.4 FORM AND CONTENT OF OFFERS.

WE EXPECT TO CONTRACT BASED ON THE TERMS AND CONDITIONS AS SET FORTH IN THIS STATE OF ILLINOIS SOLICITATION AND RESULTING CONTRACT. IF YOU ARE UNABLE TO ACCEPT ONE OR MORE PARTS OF THE CONTRACT, YOU WILL NEED TO IDENTIFY ANY EXCEPTION THAT YOU WANT US TO CONSIDER. YOU MAY SHOW THESE CHANGES ON THE 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 EXCEPTION 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 MAY PROPOSE.

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.

NUMBER OF COPIES: YOU MUST SUBMIT A SIGNED ORIGINAL 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 THE ILLINOIS FREEDOM OF INFORMATION ACT (FOIA) (5 ILCS 140).

1.5 SECURITY: IF REQUIRED; YOU MUST SUBMIT THE BID BOND WITH THE OFFER AND THE PERFORMANCE BOND WITHIN 10 DAYS AFTER AWARD. THE BOND MUST BE FROM A SURETY LICENSED TO DO BUSINESS IN ILLINOIS. AN IRREVOCABLE LETTER OF CREDIT IS AN ACCEPTABLE SUBSTITUTE. THE FORM OF SECURITY MUST BE ACCEPTABLE TO US.

1.6 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.

1.7 VENDOR CONFERENCE/SITE VISIT. SEE 'SPECIAL TERMS AND CONDITIONS' FOR TIME AND LOCATION OF CONFERENCE, IF APPLICABLE. IF ATTENDANCE IS MANDATORY, ATTENDANCE WILL BE REQUIRED IN ORDER TO BE ELIGIBLE TO SUBMIT 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 CHARACTERISTICS OF THE OPERATIONS TO BE CONDUCTED UNDER THE RESULTING CONTRACT.

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.

1.8 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 STATE 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 ATTN: CONTRACT COMPLIANCE, ROOM 801, STRATTON OFFICE BUILDING, 401 S. SPRING STREET, SPRINGFIELD, IL 62706 BY THE DESIGNATED DATE AND TIME. BIDS WILL BE OPENED IN CONFERENCE ROOM A, ROOM 801, STRATTON OFFICE BUILDING, SPRINGFIELD, IL. WE WILL OPEN ALL OFFERS PROPERLY AND TIMELY

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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: UNLESS OTHERWISE STATED WITHIN THIS SOLICITATION, YOUR OFFER MUST REMAIN FIRM FOR 90 DAYS FROM OPENING.

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 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.

A NOTICE OF AWARD DOES NOT ENTITLE A BIDDING VENDOR TO A CONTRACT. 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.

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 FINAL 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. AGGRIEVED PARTY MUST SUBMIT PROTEST TO THE PROTEST REVIEW OFFICE IDENTIFIED BELOW. DO NOT SUBMIT IT TO ANY OTHER PERSON OR ADDRESS. PROTESTS SHALL CONTAIN A STATEMENT OF REASON FOR THE PROTEST (44 IL ADM. CODE 1.5550 (B)(2)(C)), AND CPO 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.

CHIEF PROCUREMENT OFFICER
 ATTN: PROTEST REVIEW OFFICE
 401 S. SPRING STREET
 SUITE 514 STRATTON OFFICE BUILDING
 SPRINGFIELD, IL 62706
 PHONE: (217) 558-2127
 FACSIMILE: (217) 558-2164
 ILLINOIS RELAY: (800) 526-0844

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.

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: 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 STATE. THIS COMPETITIVE PROCESS REQUIRES THAT YOU PROVIDE ADDITIONAL INFORMATION IF REQUESTED 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).

1.19 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT. OFFERS BECOME THE PROPERTY OF THE STATE AND THESE AND LATE SUBMISSIONS WILL NOT BE RETURNED. YOUR OFFER WILL BE OPEN TO THE PUBLIC UNDER THE ILLINOIS FREEDOM OF INFORMATION

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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 STATE'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 STATE 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.

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 STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE AGREEING TO WITHHOLD THE MATERIALS BASED ON VENDOR'S REQUEST.

1.20 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.

1.21 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)

1.22 EMPLOYMENT TAX CREDIT: VENDORS WHO HIRE QUALIFIED VETERANS AND CERTAIN EX-OFFENDERS MAY BE ELIGIBLE FOR TAX CREDITS. PLEASE CONTACT THE ILLINOIS DEPT. OF REVENUE (312-814-3215) FOR INFORMATION ABOUT TAX CREDITS. IF YOU RECEIVE THIS TAX CREDIT YOU MUST REPORT TO THE DEPT. OF CENTRAL MANAGEMENT SERVICES THE NUMBER OF INDIVIDUALS HIRED FOR WHOM YOU RECEIVED TAX CREDITS. YOU MUST SUBMIT THIS INFORMATION BY AUGUST 31 OF EACH YEAR COVERING THE PREVIOUS 12 MONTHS (JULY-JUNE) (PA 94-1067; 30 ILCS 500/45-67 AND 45-70).

1.23 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)) 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](http://www.state.il.us/dhr/index.htm) FOR FORMS AND DETAILS.

☐ (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).

1.24 MINORITY, FEMALE, PERSON WITH DISABILITY STATUS AND SUBCONTRACTING

THE BUSINESS ENTERPRISE PROGRAM ACT FOR MINORITIES, FEMALES AND PERSONS WITH DISABILITIES (BEP) (30 ILCS 575) ESTABLISHES A GOAL FOR CONTRACTING WITH BUSINESSES THAT HAVE BEEN CERTIFIED AS OWNED AND CONTROLLED BY PERSONS WHO ARE MINORITY, FEMALE OR WHO HAVE DISABILITIES. WHILE YOU MUST COMPLETE THIS FORM, THIS INFORMATION IS FOR REPORTING PURPOSES ONLY AND YOUR RESPONSE WILL NOT BE CONSIDERED IN THE EVALUATION. A LISTING OF CERTIFIED BUSINESSES MAY BE OBTAINED FROM THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES' BUSINESS ENTERPRISE PROGRAM FOR MINORITIES, FEMALES AND PERSONS WITH DISABILITIES BY CALLING 312/814-4190 (VOICE & TDD), 800/356-9206 (TOLL FREE), OR 800/526-0844 (ILLINOIS RELAY CENTER FOR HEARING IMPAIRED).

NAME OF COMPANY: _____

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DOING BUSINESS AS: _____

IS YOUR COMPANY AT LEAST 51% OWNED AND CONTROLLED BY INDIVIDUALS IN ONE OR MORE OF THE FOLLOWING CATEGORIES?

___ YES ___ NO

IF "YES" CHECK EACH THAT APPLIES:

CATEGORY:

___ MINORITY
___ FEMALE
___ PERSON WITH DISABILITY
___ DISADVANTAGED

A BUSINESS OWNED AND CONTROLLED BY FEMALES SHALL SELECT AND DESIGNATE ONLY ONE CATEGORY ABOVE IF THE FEMALES ARE ALSO MINORITIES.

IF "YES," PLEASE IDENTIFY, BY CHECKING THE APPLICABLE BLANKS, WHICH AGENCY CERTIFIED THE BUSINESS AND IN WHAT CATEGORY:

CERTIFYING AGENCY:

___ DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
___ WOMEN'S BUSINESS DEVELOPMENT CENTER
___ CHICAGO MINORITY BUSINESS DEVELOPMENT COUNCIL
___ ILLINOIS DEPARTMENT OF TRANSPORTATION
___ OTHER (PLEASE IDENTIFY):

CATEGORY:

___ MINORITY
___ FEMALE
___ PERSON WITH DISABILITY
___ DISADVANTAGED

IF YOU ARE NOT A CERTIFIED BEP BUSINESS, DO YOU HAVE A WRITTEN POLICY OR GOAL REGARDING CONTRACTING OR SUBCONTRACTING WITH BEP CERTIFIED VENDORS?

___ YES (ATTACH COPY) ___ NO

IF "NO," WILL YOU MAKE A COMMITMENT TO CONTACT BEP CERTIFIED VENDORS AND CONSIDER THEM FOR SUBCONTRACTING OPPORTUNITIES ON THIS CONTRACT?

___ YES ___ NO

DO YOU PLAN ON ORDERING SUPPLIES OR SERVICES IN FURTHERANCE OF THIS CONTRACT FROM BEP CERTIFIED VENDORS?

___ YES ___ NO

IF "YES," PLEASE IDENTIFY WHAT YOU PLAN TO ORDER, THE ESTIMATED VALUE AS A PERCENTAGE OF YOUR TOTAL OFFER, AND THE NAMES OF THE BEP CERTIFIED VENDORS YOU PLAN TO USE.

1.25 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)

1.26 SUPPLIES AND/OR SERVICES REQUIRED.

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

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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/SUBSTITUTIONS. ALL SUPPLIES FURNISHED SHALL BE NEW, UNUSED, OF MOST RECENT MANUFACTURE AND NOT DISCONTINUED UNLESS OTHERWISE AUTHORIZED HEREIN. IF THE CONTRACT IS FOR PERFORMANCE OF SERVICES AND A NAMED PROVIDER IS NO LONGER AVAILABLE THROUGH NO FAULT OF THE VENDOR, THE VENDOR MAY PROPOSE A SUBSTITUTE WITH EQUIVALENT OR BETTER QUALIFICATIONS AT NO ADDITIONAL COST, SUBJECT TO APPROVAL OF THE STATE.

1.27 CRITERIA FOR EVALUATION AND AWARD. 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.

A) 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.

B) RESPONSIBILITY: WE WILL DETERMINE WHETHER YOU ARE A "RESPONSIBLE" VENDOR; A VENDOR WITH WHOM WE CAN OR SHOULD DO BUSINESS.

1. 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 A STATE CONTRACT.

2. PUBLIC LAW 96-0795 PROVIDES THAT A "PROHIBITED BIDDER" INCLUDES A PERSON ASSISTING THE STATE OF ILLINOIS OR A STATE AGENCY IN DETERMINING WHETHER THERE IS A NEED FOR CONTRACT UNLESS SUCH INFORMATION WAS PART OF A RESPONSE TO A PUBLICLY ISSUED REQUEST FOR INFORMATION (RFI). ADDITIONALLY, ONE ASSISTING THE STATE BY REVIEWING, DRAFTING OR PREPARING A REQUEST FOR PROPOSALS OR REQUEST FOR INFORMATION OR PROVIDED SIMILAR ASSISTANCE IS DEEMED A PROHIBITED BIDDER. SEE CERTIFICATIONS SECTION OF THE CONTRACT FOR THE REQUIRED CERTIFICATIONS PRIOR TO ENTERING INTO A CONTRACT WITH THE STATE OF ILLINOIS.

3. 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 STATE 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 STATE, TO ENSURE PERFORMANCE OF THE CONTRACT AND MUST PROVIDE PROOF UPON REQUEST. THE STATE 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.

C) 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 STATE'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.

D) 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.

YOU WILL SHOW YOUR PRICE IN THE PRICE SHEET(S) OF THIS SOLICITATION AND PROVIDE ANY OTHER NEEDED INFORMATION DIRECTLY ON THIS SOLICITATION DOCUMENT.

E) WE WILL 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.

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1.28 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.

1.29 TAX EXEMPTION. THE ILLINOIS TAX EXEMPTION NUMBER FOR THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES IS E9989-0046-05. OTHER AGENCY AND FEDERAL TAX EXEMPTION INFORMATION IS AVAILABLE UPON REQUEST TO THE ORDERING AGENCY.

STANDARD TERMS AND CONDITIONS:

2.1 VENDOR SHALL NOT COMMENCE BILLABLE WORK IN FURTHERANCE OF THE CONTRACT PRIOR TO FINAL EXECUTION OF THE CONTRACT.

2.2 TAX: 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.

2.3 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, TOLLS, LODGING, FOOD AND PER DIEM.

2.4 INVOICING: 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 195/25). ALL INVOICES ARE SUBJECT TO STATUTORY OFFSET (30 ILCS 210).

VENDOR SHALL INVOICE AT THE COMPLETION OF THE CONTRACT UNLESS INVOICING IS TIED IN THIS CONTRACT TO MILESTONES, DELIVERABLES, OR OTHER INVOICING REQUIREMENTS AGREED TO IN THIS CONTRACT.

2.5 PAYMENT:

A) 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.

B) 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.

C) AS A CONDITION OF RECEIVING PAYMENT VENDOR MUST

- (1) BE IN COMPLIANCE WITH THE CONTRACT,
- (2) 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/IDOL/INDEX.HTM](http://www.state.il.us/agency/idol/index.htm) TO ENSURE UNDERSTANDING OF PREVAILING WAGE REQUIREMENTS),
- (3) PAY ITS SUPPLIERS AND SUBCONTRACTORS ACCORDING TO THE TERMS OF THEIR RESPECTIVE CONTRACTS, AND
- (4) PROVIDE LIEN WAIVERS TO THE STATE UPON REQUEST.

2.6 AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60): THIS CONTRACT IS CONTINGENT UPON AND SUBJECT TO THE AVAILABILITY OF FUNDS. 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

- (1) THE ILLINOIS GENERAL ASSEMBLY OR THE FEDERAL FUNDING SOURCE FAILS TO MAKE AN APPROPRIATION SUFFICIENT TO PAY SUCH OBLIGATION, OR IF FUNDS NEEDED ARE INSUFFICIENT FOR ANY REASON.
- (2) THE GOVERNOR DECREASES THE DEPARTMENT'S FUNDING BY RESERVING SOME OR ALL OF THE DEPARTMENT'S APPROPRIATION(S) PURSUANT TO POWER DELEGATED TO THE GOVERNOR BY THE ILLINOIS GENERAL ASSEMBLY.

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(3) THE DEPARTMENT DETERMINES, IN ITS SOLE DISCRETION OR AS DIRECTED BY THE OFFICE OF THE GOVERNOR, THAT A REDUCTION IS NECESSARY OR ADVISABLE BASED UPON ACTUAL OR PROJECTED BUDGETARY CONSIDERATIONS. CONTRACTOR WILL BE NOTIFIED IN WRITING OF THE FAILURE OF APPROPRIATION OR OF A REDUCTION OR DECREASE.

2.7 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.

2.8 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.

2.9 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): VENDOR AND ITS SUBCONTRACTORS SHALL MAINTAIN BOOKS AND RECORDS RELATING TO THE PERFORMANCE OF THE CONTRACT OR SUBCONTRACT AND NECESSARY TO SUPPORT AMOUNTS CHARGED TO THE STATE UNDER THE CONTRACT OR SUBCONTRACT. BOOKS AND RECORDS, INCLUDING INFORMATION STORED IN DATABASES OR OTHER COMPUTER SYSTEMS, SHALL BE MAINTAINED BY THE VENDOR FOR A PERIOD OF THREE 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 THREE YEARS FROM THE LATER OF FINAL PAYMENT UNDER THE TERM OR COMPLETION OF THE SUBCONTRACT. IF FEDERAL FUNDS ARE USED TO PAY CONTRACT COSTS, THE VENDOR AND ITS SUBCONTRACTORS MUST RETAIN ITS RECORDS FOR FIVE YEARS. BOOKS AND RECORDS REQUIRED TO BE MAINTAINED UNDER THIS SECTION SHALL BE AVAILABLE FOR REVIEW OR AUDIT BY REPRESENTATIVES OF: THE PROCURING AGENCY, THE AUDITOR GENERAL, THE EXECUTIVE INSPECTOR GENERAL, THE CHIEF PROCUREMENT OFFICER, STATE OF ILLINOIS INTERNAL AUDITORS OR 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 AND WITH ANY INVESTIGATION CONDUCTED BY ANY OF THESE ENTITIES. FAILURE TO MAINTAIN BOOKS AND RECORDS REQUIRED BY THIS SECTION SHALL ESTABLISH A PRESUMPTION IN FAVOR OF THE STATE FOR THE RECOVERY OF ANY FUNDS PAID BY THE STATE UNDER THE CONTRACT FOR WHICH ADEQUATE BOOKS AND RECORDS ARE NOT AVAILABLE TO SUPPORT THE PURPORTED DISBURSEMENT. THE VENDOR OR SUBCONTRACTORS SHALL NOT IMPOSE A CHARGE FOR AUDIT OR EXAMINATION OF THE VENDOR'S BOOKS AND RECORDS.

2.10 TIME IS OF THE ESSENCE: TIME IS OF THE ESSENCE WITH RESPECT TO VENDOR'S PERFORMANCE OF THIS CONTRACT. VENDOR SHALL CONTINUE TO PERFORM ITS OBLIGATIONS WHILE ANY DISPUTE CONCERNING THE CONTRACT IS BEING RESOLVED UNLESS OTHERWISE DIRECTED BY THE STATE.

2.11 NO WAIVER OF RIGHTS: EXCEPT AS SPECIFICALLY WAIVED IN WRITING, FAILURE BY A PARTY TO EXERCISE OR ENFORCE A RIGHT DOES NOT WAIVE THAT PARTY'S RIGHT TO EXERCISE OR ENFORCE THAT OR OTHER RIGHTS IN THE FUTURE.

2.12 SCHEDULE OF WORK: ANY WORK PERFORMED ON STATE PREMISES SHALL BE DONE DURING THE HOURS DESIGNATED BY THE STATE AND PERFORMED IN A MANNER THAT DOES NOT INTERFERE WITH THE STATE AND ITS PERSONNEL.

2.13 INDEPENDENT CONTRACTOR: VENDOR SHALL ACT AS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF, OR JOINT VENTURER WITH THE STATE. ALL PAYMENTS BY THE STATE SHALL BE MADE ON THAT BASIS.

2.14 SOLICITATION AND EMPLOYMENT: VENDOR SHALL NOT EMPLOY ANY PERSON EMPLOYED BY THE STATE DURING THE TERM OF THIS CONTRACT TO PERFORM ANY WORK UNDER THIS CONTRACT. VENDOR SHALL GIVE NOTICE IMMEDIATELY TO THE AGENCY'S DIRECTOR IF VENDOR SOLICITS OR INTENDS TO SOLICIT STATE EMPLOYEES TO PERFORM ANY WORK UNDER THIS CONTRACT.

2.15 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.

2.16 COMPLIANCE WITH THE LAW: THE VENDOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, ORDINANCES, REGULATIONS, ORDERS, FEDERAL CIRCULARS AND ALL LICENSE AND PERMIT REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT. VENDOR SHALL BE IN COMPLIANCE WITH APPLICABLE TAX REQUIREMENTS AND SHALL BE CURRENT IN PAYMENT OF SUCH TAXES. VENDOR SHALL OBTAIN AT ITS OWN EXPENSE, ALL LICENSES AND PERMISSIONS NECESSARY FOR THE PERFORMANCE OF THIS CONTRACT.

2.17 BACKGROUND CHECK: WHENEVER THE STATE DEEMS IT REASONABLY NECESSARY FOR SECURITY REASONS, THE STATE MAY CONDUCT, AT ITS EXPENSE, CRIMINAL AND DRIVER HISTORY BACKGROUND CHECKS OF VENDOR'S AND SUBCONTRACTORS OFFICERS, EMPLOYEES OR AGENTS. VENDOR OR SUBCONTRACTOR SHALL REASSIGN IMMEDIATELY ANY SUCH INDIVIDUAL WHO, IN THE OPINION OF

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THE STATE, DOES NOT PASS THE BACKGROUND CHECKS.

2.18 ASSIGNMENT AND SUBCONTRACTING: THIS CONTRACT MAY NOT BE ASSIGNED, TRANSFERRED IN WHOLE OR IN PART BY THE VENDOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATE.

2.19 SUBCONTRACTING: 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.

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 THAT EACH SUBCONTRACTOR IS EXPECTED TO RECEIVE PURSUANT TO THE CONTRACT TO THE EXTENT THE INFORMATION IS KNOWN.

SUBCONTRACTOR NAME:	AMOUNT TO BE PAID
ADDRESS:	DESCRIPTION OF WORK

SUBCONTRACTOR NAME:	AMOUNT TO BE PAID
ADDRESS:	DESCRIPTION OF WORK

NOTE: EACH SUBCONTRACTOR LISTED ABOVE SHALL ADDITIONALLY COMPLETE:

SECTION 1: SECTION 50-35 DISCLOSURE OF FINANCIAL INTEREST IN THE VENDOR.

SECTION 2: SECTION 50-13 CONFLICTS OF INTEREST (ALL VENDORS MUST COMPLETE THIS SECTION)

SECTION 3: DEBARMENT/LEGAL PROCEEDING DISCLOSURE (ALL VENDORS MUST COMPLETE THIS SECTION).

SECTION 5: CURRENT AND PENDING CONTRACTS (ALL VENDORS MUST COMPLETE THIS SECTION).

SECTION 6: REPRESENTATIVE LOBBYIST/OTHER AGENT (ALL VENDORS MUST COMPLETE THIS SECTION).

TIN FORM: TAXPAYER IDENTIFICATION NUMBER (DIRECTLY FOLLOWING SECTION 6)

SIGN THE STANDARD CERTIFICATIONS FOUND AT THE END OF THIS SOLICITATION DOCUMENT.

A) 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 ADDENDUM 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.

B) 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.

C) ANY SUBCONTRACTS ENTERED INTO PRIOR TO AWARD OF THE CONTRACT ARE DONE AT THE VENDOR'S AND SUBCONTRACTOR'S RISK.

D) ALL SUBCONTRACTS MUST INCLUDE THE SUBCONTRACTOR STANDARD CERTIFICATIONS AND THE DISCLOSURES AND CONFLICTS OF INTEREST, COMPLETED AND SIGNED BY THE SUBCONTRACTOR.

E) WE MAY REQUEST UPDATED INFORMATION AT ANY TIME.

2.20 WORK LOCATION DISCLOSURE: VENDOR SHALL DISCLOSE THE LOCATION WHERE THE SERVICES REQUIRED SHALL BE PERFORMED. THIS INFORMATION AND ECONOMIC IMPACT ON ILLINOIS AND ITS RESIDENTS MAY BE CONSIDERED IN THE EVALUATION. UNLESS OTHERWISE SPECIFIED IN THIS SECTION ALL SERVICES SHALL BE PERFORMED IN THE UNITED STATES. IF THE VENDOR MANUFACTURES THE SUPPLIES OR PERFORMS THE SERVICES PURCHASED HEREUNDER IN ANOTHER COUNTRY IN VIOLATION OF THIS PROVISION, SUCH ACTION MAY BE DEEMED BY THE STATE AS A BREACH OF THE CONTRACT BY VENDOR. VENDOR SHALL DISCLOSE THE LOCATIONS WHERE THE SERVICES REQUIRED SHALL BE PERFORMED AND THE KNOWN OR ANTICIPATED VALUE OF THE SERVICES TO BE PERFORMED AT EACH LOCATION. IF THE VENDOR RECEIVED ADDITIONAL CONSIDERATION IN THE EVALUATION BASED ON WORK BEING PERFORMED IN THE UNITED STATES, IT SHALL BE A BREACH OF CONTRACT IF THE VENDOR SHIFTS ANY SUCH WORK OUTSIDE THE UNITED STATES.

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: _____

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2.21 MAINTENANCE ASSURANCE:

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.

2.22 CONFIDENTIALITY AND USE OF WORK PRODUCT:

A) 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. THE AGENCY SHALL EXERCISE ALL RIGHTS OF OWNERSHIP IN ALL SUCH WORK PRODUCT WITHOUT RESTRICTION OR LIMITATION AND WITHOUT FURTHER COMPENSATION TO VENDOR. THE AGENCY SHALL HAVE THE RIGHT TO USE ALL SUCH WORK PRODUCT WITHOUT RESTRICTION OR LIMITATION 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.

B) 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.

2.23 CONFIDENTIAL INFORMATION: EACH PARTY, INCLUDING ITS AGENTS AND SUBCONTRACTORS, TO THIS CONTRACT MAY HAVE OR GAIN ACCESS TO CONFIDENTIAL DATA OR INFORMATION OWNED OR MAINTAINED BY THE OTHER PARTY IN THE COURSE OF CARRYING OUT ITS RESPONSIBILITIES UNDER THIS CONTRACT. VENDOR SHALL PRESUME ALL INFORMATION RECEIVED FROM THE STATE OR TO WHICH IT GAINS ACCESS PURSUANT TO THIS CONTRACT IS CONFIDENTIAL. VENDOR INFORMATION, UNLESS CLEARLY MARKED AS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT, SHALL BE CONSIDERED PUBLIC. NO CONFIDENTIAL DATA COLLECTED, MAINTAINED, OR USED IN THE COURSE OF PERFORMANCE OF THE CONTRACT SHALL BE DISSEMINATED EXCEPT AS AUTHORIZED BY LAW AND WITH THE WRITTEN CONSENT OF THE DISCLOSING PARTY, EITHER DURING THE PERIOD OF THE CONTRACT OR THEREAFTER. THE RECEIVING PARTY MUST RETURN ANY AND ALL DATA COLLECTED, MAINTAINED, CREATED OR USED IN THE COURSE OF THE PERFORMANCE OF THE CONTRACT, IN WHATEVER FORM IT IS MAINTAINED, PROMPTLY AT THE END OF THE CONTRACT, OR EARLIER AT THE REQUEST OF THE DISCLOSING PARTY, OR NOTIFY THE DISCLOSING PARTY IN WRITING OF ITS DESTRUCTION. THE FOREGOING OBLIGATIONS SHALL NOT APPLY TO CONFIDENTIAL DATA OR INFORMATION LAWFULLY IN THE RECEIVING PARTY'S POSSESSION PRIOR TO ITS ACQUISITION FROM THE DISCLOSING PARTY; RECEIVED IN GOOD FAITH FROM A THIRD-PARTY NOT SUBJECT TO ANY CONFIDENTIALITY OBLIGATION TO THE DISCLOSING PARTY; NOW IS OR LATER BECOMES PUBLICLY KNOWN THROUGH NO BREACH OF CONFIDENTIALITY OBLIGATION BY THE RECEIVING PARTY; OR IS INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY WITHOUT THE USE OR BENEFIT OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION.

2.24 WARRANTY:

A) VENDOR WARRANTS THAT THE SUPPLIES FURNISHED UNDER THIS CONTRACT WILL:

- 1) CONFORM TO THE STANDARDS, SPECIFICATIONS, DRAWING, SAMPLES OR DESCRIPTIONS FURNISHED BY THE STATE OR FURNISHED BY THE VENDOR AND AGREED TO BY THE STATE, INCLUDING BUT NOT LIMITED TO ALL SPECIFICATIONS ATTACHED AS EXHIBITS HERETO;
- 2) BE MERCHANTABLE, OF GOOD QUALITY AND WORKMANSHIP, AND FREE FROM DEFECTS FOR A PERIOD OF TWELVE MONTHS OR LONGER IF SO SPECIFIED IN WRITING, AND FIT AND SUFFICIENT FOR THE INTENDED USE;
- 3) COMPLY WITH ALL FEDERAL AND STATE LAWS, REGULATIONS AND ORDINANCES PERTAINING TO THE MANUFACTURING,

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PACKING, LABELING, SALE AND DELIVERY OF THE SUPPLIES;

4) BE OF GOOD TITLE AND BE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES AND;

5) NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. VENDOR AGREES TO REIMBURSE THE STATE FOR ANY LOSSES, COSTS, DAMAGES OR EXPENSES, INCLUDING WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING FROM FAILURE OF THE SUPPLIES TO MEET SUCH WARRANTIES.

B) VENDOR SHALL INSURE THAT ALL MANUFACTURERS' WARRANTIES ARE TRANSFERRED TO THE STATE AND SHALL PROVIDE A COPY OF THE WARRANTY. THESE WARRANTIES SHALL BE IN ADDITION TO ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND SHALL SURVIVE THE STATE'S PAYMENT, ACCEPTANCE, INSPECTION OR FAILURE TO INSPECT THE SUPPLIES.

C) VENDOR WARRANTS THAT ALL SERVICES WILL BE PERFORMED TO MEET THE REQUIREMENTS OF THE CONTRACT IN AN EFFICIENT AND EFFECTIVE MANNER BY TRAINED AND COMPETENT PERSONNEL. VENDOR SHALL MONITOR PERFORMANCES OF EACH INDIVIDUAL AND SHALL REASSIGN IMMEDIATELY ANY INDIVIDUAL WHO IS NOT PERFORMING IN ACCORDANCE WITH THE CONTRACT, WHO IS DISRUPTIVE OR NOT RESPECTFUL OF OTHERS IN THE WORKPLACE, OR WHO IN ANY WAY VIOLATES THE CONTRACT OR STATE POLICIES.

D) 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.

E) 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.

2.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

A) VENDOR SHALL IMMEDIATELY NOTIFY THE STATE OF ANY EVENT THAT MAY HAVE A MATERIAL IMPACT ON VENDOR'S ABILITY TO PERFORM THE CONTRACT.

B) BY AUGUST 31 OF EACH YEAR, VENDOR SHALL REPORT THE NUMBER OF QUALIFIED VETERANS AND CERTAIN EX-OFFENDERS HIRED DURING VENDOR'S LAST COMPLETED FISCAL YEAR. VENDOR MAY BE ENTITLED TO EMPLOYMENT TAX CREDIT FOR HIRING INDIVIDUALS IN THOSE GROUPS (35 ILCS 5/216, 5/217).

2.26 VENDOR COOPERATION: VENDOR SHALL DO NOTHING TO PREJUDICE THE STATE'S RIGHT TO RECOVER AGAINST THIRD PARTIES FOR ANY LOSS, DESTRUCTION OR DAMAGE TO STATE PROPERTY AND SHALL AT THE STATE'S REQUEST AND EXPENSE, FURNISH TO THE STATE REASONABLE ASSISTANCE AND COOPERATION, INCLUDING ASSISTANCE IN THE PROSECUTION OF SUIT AND THE EXECUTION OF INSTRUMENTS OF ASSIGNMENT IN FAVOR OF THE STATE IN OBTAINING RECOVERY.

2.27 INDEMNIFICATION AND LIABILITY: THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF ILLINOIS, ITS AGENCIES, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL COSTS, DEMANDS, EXPENSES, LOSSES, CLAIMS, DAMAGES, LIABILITIES, SETTLEMENTS AND JUDGMENTS, INCLUDING IN-HOUSE AND CONTRACTED ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF:

- A) ANY BREACH OR VIOLATION BY VENDOR OF ANY OF ITS CERTIFICATIONS, REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS;
- B) ANY ACTUAL OR ALLEGED DEATH OR INJURY TO ANY PERSON, DAMAGE TO ANY PROPERTY OR ANY OTHER DAMAGE OR LOSS CLAIMED TO RESULT IN WHOLE OR IN PART FROM VENDOR'S NEGLIGENT PERFORMANCE; OR
- C) ANY ACT, ACTIVITY OR OMISSION OF VENDOR OR ANY OF ITS EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS OR AGENTS. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

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.

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2.28 INSURANCE: VENDOR SHALL, AT ALL TIMES DURING THE TERM AND ANY RENEWALS, MAINTAIN AND PROVIDE A CERTIFICATE OF INSURANCE NAMING THE STATE AS ADDITIONAL INSURED FOR ALL REQUIRED BONDS AND INSURANCE. CERTIFICATES MAY NOT BE MODIFIED OR CANCELED UNTIL AT LEAST 30 DAYS NOTICE HAS BEEN PROVIDED TO THE STATE. VENDOR SHALL PROVIDE:

- A) GENERAL COMMERCIAL LIABILITY-OCCURRENCE FORM IN AMOUNT OF \$1,000,000 PER OCCURRENCE (COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE) AND \$2,000,000 ANNUAL AGGREGATE;
- B) AUTO LIABILITY, INCLUDING HIRED AUTO AND NON-OWNED AUTO, (COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE) IN AMOUNT OF \$1,000,000 PER OCCURRENCE; AND
- C) WORKER'S COMPENSATION INSURANCE IN AMOUNT REQUIRED BY LAW. INSURANCE SHALL NOT LIMIT VENDOR'S OBLIGATION TO INDEMNIFY, DEFEND, OR SETTLE ANY CLAIMS. UPON REQUEST, VENDOR SHALL PROVIDE COPIES OF CERTIFICATES OF INSURANCE EVIDENCING THE COVERAGE DESCRIBED IN THIS PARAGRAPH.

2.29 TERMINATION FOR CAUSE: THE STATE MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, IMMEDIATELY UPON NOTICE TO THE VENDOR IF:

- A) THE STATE DETERMINES THAT THE ACTIONS OR INACTIONS OF THE VENDOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS HAVE CAUSED, OR REASONABLY COULD CAUSE, JEOPARDY TO HEALTH, SAFETY, OR PROPERTY, OR
- B) THE VENDOR HAS NOTIFIED THE STATE THAT IT IS UNABLE OR UNWILLING TO PERFORM THE CONTRACT.

IF VENDOR FAILS TO PERFORM TO THE STATE'S SATISFACTION ANY MATERIAL REQUIREMENT OF THIS CONTRACT, IS IN VIOLATION OF A MATERIAL PROVISION OF THIS CONTRACT, OR THE STATE DETERMINES THAT THE VENDOR LACKS THE FINANCIAL RESOURCES TO PERFORM THE CONTRACT, THE STATE SHALL PROVIDE WRITTEN NOTICE TO THE VENDOR TO CURE THE PROBLEM IDENTIFIED WITHIN THE PERIOD OF TIME SPECIFIED IN THE STATE'S WRITTEN NOTICE. IF NOT CURED BY THAT DATE THE STATE MAY EITHER:

- A) IMMEDIATELY TERMINATE THE CONTRACT WITHOUT ADDITIONAL WRITTEN NOTICE OR
- B) ENFORCE THE TERMS AND CONDITIONS OF THE CONTRACT.

FOR TERMINATION DUE TO ANY OF THE CAUSES CONTAINED IN THIS SECTION, THE STATE RETAINS ITS RIGHTS TO SEEK ANY AVAILABLE LEGAL OR EQUITABLE REMEDIES AND DAMAGES.

2.30 FORCE MAJEURE: FAILURE BY EITHER PARTY TO PERFORM ITS DUTIES AND OBLIGATIONS WILL BE EXCUSED BY UNFORESEEABLE CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL AND NOT DUE TO ITS NEGLIGENCE INCLUDING ACTS OF NATURE, ACTS OF TERRORISM, RIOTS, LABOR DISPUTES, FIRE, FLOOD, EXPLOSION, AND GOVERNMENTAL PROHIBITION. THE NON-DECLARING PARTY MAY CANCEL THE CONTRACT WITHOUT PENALTY IF PERFORMANCE DOES NOT RESUME WITHIN 30 DAYS OF THE DECLARATION.

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

2.32 ANTITRUST ASSIGNMENT: IF VENDOR DOES NOT PURSUE ANY CLAIM OR CAUSE OF ACTION IT HAS ARISING UNDER FEDERAL OR STATE ANTITRUST LAWS RELATING TO THE SUBJECT MATTER OF THE CONTRACT, THEN UPON REQUEST OF THE ILLINOIS ATTORNEY GENERAL VENDOR SHALL ASSIGN TO THE STATE ALL RIGHTS, TITLE AND INTEREST IN AND TO THE CLAIM OR CAUSE OF ACTION.

2.33 APPLICABLE LAW: THIS SOLICITATION AND CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND IS SUBJECT TO THE LAWS AND RULES OF THE STATE OF ILLINOIS. THE DEPARTMENT OF HUMAN RIGHTS' EQUAL OPPORTUNITY REQUIREMENTS (44 ILL. ADM. CODE 750) ARE INCORPORATED BY REFERENCE. YOU MUST BRING ANY ACTION RELATING TO THIS SOLICITATION OR ANY RESULTING CONTRACT IN THE APPROPRIATE COURT IN ILLINOIS. ANY CLAIM AGAINST THE STATE ARISING OUT OF THIS CONTRACT MUST BE FILED EXCLUSIVELY WITH THE ILLINOIS COURT OF CLAIMS (705 ILCS 505/1). THE STATE SHALL NOT ENTER INTO BINDING ARBITRATION TO RESOLVE ANY CONTRACT DISPUTE. THE STATE OF ILLINOIS DOES NOT WAIVE SOVEREIGN IMMUNITY BY ENTERING INTO THIS CONTRACT. THE OFFICIAL TEXT OF CITED STATUTES IS INCORPORATED BY REFERENCE (AN UNOFFICIAL VERSION CAN BE VIEWED AT [HTTP://WWW.ILGA.GOV/LEGISLATION/ILCS/ILCS.ASP](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). IN COMPLIANCE WITH THE ILLINOIS AND FEDERAL CONSTITUTIONS, THE ILLINOIS HUMAN RIGHTS ACT, THE U. S. CIVIL RIGHTS ACT, AND SECTION 504 OF THE FEDERAL REHABILITATION ACT AND OTHER APPLICABLE LAWS AND RULES THE STATE DOES NOT UNLAWFULLY DISCRIMINATE IN EMPLOYMENT, CONTRACTS, OR ANY OTHER ACTIVITY.

2.34 CONTRACTING AUTHORITY: THE AGENCY THAT SIGNS FOR THE STATE OF ILLINOIS SHALL BE THE ONLY STATE ENTITY RESPONSIBLE FOR PERFORMANCE AND PAYMENT UNDER THE CONTRACT. WHEN THE CHIEF PROCUREMENT OFFICER OR AUTHORIZED DESIGNEE SIGNS IN ADDITION TO AN AGENCY, THEY DO SO AS APPROVING OFFICER AND SHALL HAVE NO LIABILITY TO VENDOR. WHEN THE CHIEF PROCUREMENT OFFICER OR AUTHORIZED DESIGNEE SIGNS A MASTER CONTRACT ON BEHALF OF STATE AGENCIES, ONLY THE AGENCY THAT PLACES AN ORDER WITH THE VENDOR SHALL HAVE ANY LIABILITY TO VENDOR FOR THAT ORDER.

2.35 NOTICES: NOTICES AND OTHER COMMUNICATIONS PROVIDED FOR HEREIN SHALL BE GIVEN IN WRITING BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BY RECEIPTED HAND DELIVERY, BY COURIER (UPS, FEDERAL EXPRESS OR OTHER SIMILAR AND RELIABLE CARRIER), BY E-MAIL, OR BY FAX SHOWING THE DATE AND TIME OF SUCCESSFUL RECEIPT. NOTICES SHALL BE SENT TO THE INDIVIDUALS WHO SIGNED THE CONTRACT USING THE CONTACT INFORMATION FOLLOWING THE SIGNATURES. EACH SUCH NOTICE SHALL BE DEEMED TO HAVE BEEN PROVIDED AT THE TIME IT IS ACTUALLY RECEIVED. BY GIVING NOTICE, EITHER PARTY MAY CHANGE THE CONTACT INFORMATION.

2.36 MODIFICATIONS AND SURVIVAL: AMENDMENTS, MODIFICATIONS AND WAIVERS MUST BE IN WRITING AND SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES. ANY PROVISION OF THIS CONTRACT OFFICIALLY DECLARED VOID, UNENFORCEABLE, OR AGAINST

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PUBLIC POLICY, SHALL BE IGNORED AND THE REMAINING PROVISIONS SHALL BE INTERPRETED, AS FAR AS POSSIBLE, TO GIVE EFFECT TO THE PARTIES' INTENT. ALL PROVISIONS THAT BY THEIR NATURE WOULD BE EXPECTED TO SURVIVE, SHALL SURVIVE TERMINATION. IN THE EVENT OF A CONFLICT BETWEEN THE STATE'S AND THE VENDOR'S TERMS, CONDITIONS AND ATTACHMENTS, THE STATE'S TERMS, CONDITIONS AND ATTACHMENTS SHALL PREVAIL.

2.37 PERFORMANCE RECORD / SUSPENSION: UPON REQUEST OF THE STATE, VENDOR SHALL MEET TO DISCUSS PERFORMANCE OR PROVIDE CONTRACT PERFORMANCE UPDATES TO HELP ENSURE PROPER PERFORMANCE OF THE CONTRACT. THE STATE MAY CONSIDER VENDOR'S PERFORMANCE UNDER THIS CONTRACT AND COMPLIANCE WITH LAW AND RULE TO DETERMINE WHETHER TO CONTINUE THE CONTRACT, SUSPEND VENDOR FROM DOING FUTURE BUSINESS WITH THE STATE FOR A SPECIFIED PERIOD OF TIME, OR TO DETERMINE WHETHER VENDOR CAN BE CONSIDERED RESPONSIBLE ON SPECIFIC FUTURE CONTRACT OPPORTUNITIES.

2.38 FREEDOM OF INFORMATION ACT: THIS CONTRACT AND ALL RELATED PUBLIC RECORDS MAINTAINED BY, PROVIDED TO OR REQUIRED TO BE PROVIDED TO THE STATE ARE SUBJECT TO THE ILLINOIS FREEDOM OF INFORMATION ACT NOTWITHSTANDING ANY PROVISION TO THE CONTRARY THAT MAY BE FOUND IN THIS CONTRACT.

2.39 ARTWORK AND NEGATIVES: ANY ARTWORK AND/OR NEGATIVES CREATED BY THE VENDOR SHALL BECOME THE PROPERTY OF THE STATE OF ILLINOIS AND MUST BE RETURNED UPON REQUEST. THIS INCLUDES ALL WORKING NEGATIVES, DUPLICATES, AND BUILD UPS. DO NOT DISASSEMBLE NEGATIVES FROM MASKING SHEETS.

2.40 EQUAL GRADES OF PAPER STOCK: WHENEVER THE PHRASE "OR EQUAL" IS USED IN REFERENCE TO PAPER STOCK, THE PAPER MUST BE LISTED AS AN EQUAL AS COMPILED IN THE MOST CURRENT EDITION OF "THE COMPETITIVE GRADE FINDER," PUBLISHED BY GRADE FINDERS, INC.

2.41 SOYBEAN OIL-BASED INK REQUIREMENT: VENDOR SHALL USE SOYBEAN OIL-BASED INK WHEN PROVIDING SERVICES UNLESS CENTRAL MANAGEMENT SERVICES NOTIFIES VENDOR IN WRITING THAT ANOTHER TYPE OF INK IS REQUIRED TO ASSURE HIGH QUALITY AND REASONABLE PRICING OF THE PRINTED PRODUCT (30 ILCS 500/20-105).

2.42 OVERRUNS/UNDERRUNS: THE STATE OF ILLINOIS WILL NOT PAY FOR OVERRUNS FOR PRINTING OR PAPER, UNLESS OTHERWISE INDICATED. UNDERRUNS ARE ALLOWABLE WITH THE % INDICATED IN THE SPECIFICATIONS.

2.43 REQUIRED LANGUAGE: ALL BOOKS, PAMPHLETS, DOCUMENTS, AND REPORTS PUBLISHED THROUGH OR BY THE STATE OF ILLINOIS OR ANY STATE AGENCY, BOARD, OR COMMISSION SHALL HAVE PRINTED THEREON "PRINTED BY AUTHORITY OF THE STATE OF ILLINOIS," THE DATE OF EACH PUBLICATION, THE NUMBER OF COPIES PRINTED, AND THE PRINTING ORDER NUMBER (30 ILCS 500/20-105).

2.44 DISALLOWED LANGUAGE: IT IS REQUIRED THAT THERE BE NO IMPRINTING, EMBOSSING, DECAL, STAMPING OR OTHER MEANS USED TO IDENTIFY THE MANUFACTURING OR SALES OFFICE LOCATION OF ANY PRODUCT CONTAINED HEREIN. DELIVERY OF ANY PRODUCT SO IDENTIFIED MAY RESULT IN CANCELLATION OF THE ORDER AND THE SEEKING BY THE STATE OF SUITABLE REMEDY FOR NON-COMPLIANCE OF SPECIFICATION.

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 NAME TITLE

ADDRESS

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TELEPHONE

TOLL-FREE NUMBER

FACSIMILE

E-MAIL

(G) _____
COMPANY WEB SITE

(H) _____
TYPE OF ORGANIZATION (I.E., SOLE 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.

DISCLOSURES AND CONFLICTS OF INTEREST

INSTRUCTIONS: VENDOR AND ALL SUBCONTRACTORS SHOWN IN SECTION 2.20 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 SIX 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 AND THEIR SUBCONTRACTORS 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 STILL MUST COMPLETE SECTIONS 2, 3, 4, 5 AND 6 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: _____

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D/B/A (IF USED): _____

NAME OF ANY PARENT ORGANIZATION: _____

SECTION 1: SECTION 50-35 DISCLOSURE OF FINANCIAL INTEREST IN THE VENDOR. (ALL VENDORS AND THEIR SUBCONTRACTORS SHOWN IN SECTION 2.20 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 A 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 ENTITIES 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. VENDOR IS AN INDIVIDUAL, SOLE PROPRIETORSHIP, PARTNERSHIP OR ANY OTHER NOT QUALIFIED TO USE SUBSECTIONS (A) OR, 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)_____

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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 STATE, 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 AND THEIR SUBCONTRACTORS SHOWN IN SECTION 2.20 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 STATIONARY, PRINTING, PAPER, OR ANY SERVICES, MATERIALS, OR SUPPLIES, THAT WILL BE WHOLLY

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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 AND THEIR SUBCONTRACTORS SHOWN IN SECTION 2.20 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 ☐	NO ☐	
PROFESSIONAL LICENSURE DISCIPLINE	YES ☐	NO ☐	
BANKRUPTCIES	YES ☐	NO ☐	
ADVERSE CIVIL JUDGMENTS AND ADMINISTRATIVE FINDINGS	YES ☐	NO ☐	
CRIMINAL FELONY CONVICTIONS	YES ☐	NO ☐	

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.

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:

(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.

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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:

SECTION 5: CURRENT AND PENDING CONTRACTS (ALL VENDORS AND SUBCONTRACTORS SHOWN IN SECTION 2.20 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.

SECTION 6: REPRESENTATIVE LOBBYIST/OTHER AGENT (ALL VENDORS AND SUBCONTRACTORS SHOWN IN SECTION 2.20 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.

COSTS/FEES/COMPENSATION/REIMBURSEMENTS RELATED TO ASSISTANCE TO OBTAIN CONTRACT (DESCRIBE):

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: _____

TAXPAYER IDENTIFICATION NUMBER (ALL VENDORS AND SUBCONTRACTORS SHOWN IN SECTION 2.20 MUST COMPLETE THIS FORM).

I CERTIFY THAT:

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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).

A) IF YOU ARE AN INDIVIDUAL, ENTER YOUR NAME AND SSN AS IT APPEARS ON YOUR SOCIAL SECURITY CARD.

B) 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.

C) 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.

D) 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).

E) 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

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: _____

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

SIGNATURE: _____ DATE: _____

POLITICAL CONTRIBUTIONS (ALL VENDORS MUST COMPLETE THIS FORM).

PUBLIC ACT 95-971 ADDRESSES POLITICAL CONTRIBUTIONS BY VENDORS, INCLUDING AFFILIATED PERSONS AND ENTITIES. THE ACT

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CONTAINS REGISTRATION REQUIREMENTS AND PROVIDES THAT ALL BIDS SUBMITTED TO THE STATE 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. 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 STATE 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. -----		

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ATTA14: ATTACHMENTS FOR BIDS POSTED TO THE " IL PROCUREMENT BULLETIN"

THERE ARE SPECIFICATIONS THAT ELECTRONICALLY ACCOMPANY AND ARE A PART OF THIS SOLICITATION AND ANY RESULTING CONTRACT/PURCHASE ORDER. IF YOU HAVE DOWNLOADED THIS BID DOCUMENT FROM THE ILLINOIS PROCUREMENT BULLETIN (IPB) OR HAVE OTHERWISE RECEIVED THIS DOCUMENT WITHOUT ANY ADDITIONAL ELECTRONIC ATTACHMENTS, IT IS YOUR RESPONSIBILITY TO CONTACT THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES (CMS), BUREAU OF STRATEGIC SOURCING (BOSS) AND OBTAIN THE ADDITIONAL AND OBTAIN THE ADDITIONAL MATERIALS.

TO OBTAIN SPECIFICATIONS, YOU MUST SEND AN E-MAIL TO: MOLLY.NEAL@ILLINOIS.GOV OR FACSIMILE TO (217) 782-5187 REFERENCING THE SOLICITATION NUMBER AND ADDRESS WHERE YOU WOULD LIKE THE SPECIFICATIONS SENT.

A10128: VENDOR PAYMENT PROGRAM:

DUE TO UNPRECEDENTED ECONOMIC RECESSION, ILLINOIS HAS EXPERIENCED LOWER THAN EXPECTED REVENUES WHICH HAS LED TO A DELAYED PAYMENT CYCLE. IN MANY CASES, VENDORS AND SERVICE PROVIDERS ARE WAITING SEVERAL MONTHS TO RECEIVE PAYMENT FOR GOODS AND SERVICES PROVIDED TO THE STATE. THE STATE OF ILLINOIS VENDOR PAYMENT PROGRAM IS INTENDED TO PROVIDE RELIEF TO THOSE VENDORS AND SERVICE PROVIDERS. FOR MORE INFORMATION PLEASE SEE OUR WEBSITE AT PAYMENTS.ILLINOIS.GOV.

P10122: TIMELINESS OF DELIVERY

TIMELINESS OF DELIVERY IS AN IMPORTANT FACTOR IN MEETING THE NEEDS OF STATE AGENCIES. PLEASE INDICATE YOUR ESTIMATED DELIVERY DATE ACCURATELY IN THE SPACE PROVIDED ON PAGE 1 OF THIS BID INVITATION.

P42000: BRAND NAME:

THE USE OF BRAND NAME IS FOR COMPARATIVE PURPOSES ONLY. YOU MAY USE STOCK OF EQUAL OR BETTER IN YOUR BID.

P42001: SPECIFICATIONS:

IF A CONFLICT ARISES, WHEREBY SPECIFICATIONS WITHIN THE SOLICITATION CONFLICT WITH THE ATTACHED SPECIFICATIONS, THE ATTACHED SPECIFICATIONS SHALL PREVAIL.

P42003: STOCK SELECTION:

THE STATE OF ILLINOIS RESERVES THE RIGHT TO SELECT THE PAPER STOCK ALTERNATE IF IN THE STATE'S BEST INTEREST.

PRICE SHEET		SOLICITATION NO.: 226473 OPEN DATE : 02/03/12 T-NUMBER :			
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00001	UNLESS SPECIFIED ELSEWHERE SHIP TO: COMMERCE & ECONOMIC OPPORTUNITY DELIVERIES ARE LISTED IN BID SPECIFICATIONS XXXXX, XX 00000 COMMODITY NO: X011-420-0062 PUBL, "ILLINOIS TRAVEL GUIDE" 2012 SIZE: 8.125" X 10.75" FINISHED SIZE NO. OF PAGES: 148 PLUS COVER WHICH HAS A 6 PG. GATE FOLD COVER. PAPER: COVER: 7 PT. COVER WEIGHT ON #3 GRADE (E.G. SOMERSET GLOSS) TEXT: 45LB TEXT WEIGHT ON #4 GRADE WHITE GLOSS ENAMEL (E.G. ORION, BOWATER, UPM ULTRA). ALTERNATE RECYCLED PRICING: COVER: 7 PT COVER WEIGHT #3 GRADE (E.G FORTUNE GLOSS) 10% PCW, FSC TEXT: 45# TEXT WEIGHT #4 WHITE GLOSS ENAMEL. (E.G ESCANABA, DEPENDOWEB, SATURN) 10% PCW, FSC. PRINTER TO PROVIDE SAMPLE DUMMY WITH BID. PRICE:\$_____/M, 10% PCW, FSC INK: COVER: 4/4; PROCESS PLUS VARNISH OR AQUEOUS COATING ON OUTSIDE COVERS. TEXT: 4/4; PROCESS ALL PAGES BLEED, FULL COVERAGE PREPRESS: MADDEN PREPRINT MEDIA WILL SUPPLY FINAL COMPUTER-TO-PLATE UN- TRAPPED PDFX-1A FILES FOR ALL PAGES (SUPPLIED IN SINGLE PAGES) ALONG WITH COLOR PAGE PROOFS AND A DUMMY (OR SPACE ALLOCATION) PRINTOUT. ALL EDITORIAL WILL BE PREPARED IN ADOBE INDESIGN CS5, WITH ADDITIONAL FILES PREPARED IN ADOBE ILLUSTRATOR, CS5, AND ADOBE PHOTOSHOP, CS5. LINE SCREEN SPECIFIED WILL BE 150. PRINTER TO PRE- FLIGHT FINAL FILES AND ADD TRAPPING AS NECESSARY. BINDERY: GATEFOLD COVER NEEDS TO BE SCORED AND FOLDED. GATHER PRESS- DELIVERED SIGNATURES, PERFECT BIND WITH COVER, HINGE-SCORE ON FRONT AND BACK COVERS, TRIM FLUSH 3 SIDES. FINISHING: BULK PACK IN CARTONS NO GREATER THAN 40LBS IN WEIGHT. ALL SKIDS MUST CLEARLY IDENTIFY ADDRESS AND CONTACT NAME PER ATTACHED SPREADSHEET. ALL CARTONS MUST BE IDENTIFIED AS TRAVEL GUIDE 2012 AND MUST ALSO INDICATE THE QUANTITY OF TRAVEL	350	M		

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LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
	GUIDES PER CARTON. PROOFS: PRINTER TO SUPPLY A SET OF HIGH-RESOLUTION IMPRESS OR DYLUX PROOFS TO MADDEN PREPRINT MEDIA PRIOR TO PRINTING. MADDEN PREPRINT MEDIA REQUIRES 2 WORKING DAYS FOR APPROVAL OF PROOFS. PRINTER'S REPRESENTATIVE TO BE AVAILABLE FOR ON-SITE DISCUSSION AT PRESS APPROVAL. PRESS CHECK: A MADDEN MEDIA REPRESENTATIVE MUST BE PRESENT AT THE PRESS CHECK. A MINIMUM OF TEN (10) WORKING DAYS NOTICE OF PRESS DATE AND PRINTER LOCATION IS REQUIRED FOR SCHEDULING PRESS CHECK ATTENDANCE. SCHEDULE: FINAL FILES WILL BE READY FOR RELEASE TO THE PRINTER ON FEB. 1, 2012. FINISHED BOOKS MUST BE DELIVERED ON OR BEFORE FEB. 15, 2012. WEIGHT: A FINAL PIECE WEIGHT TO BE SUBMITTED BY PRINTER WITH BID ALONG WITH THE PAPER SAMPLE DUMMY. DELIVERY: BULK SHIPMENTS PER SUPPLIED DISTRIBUTION LIST INSIDE DELIVERY REQUIRED FOR ALL SHIPMENTS 24-HOUR NOTICE TO RECIPIENTS REQUIRED PRIOR TO DELIVERY PENALTY: A PENALTY OF 2% OF THE TOTAL BID PRICE WILL BE ASSESSED FOR EACH CALENDAR DAY DELIVERY IS LATE, IF APPLICABLE. NOT TO EXCEED 7 DAYS. PRINTER MUST CONFIRM ALL SPECIFICATIONS FOR PRINTING INCLUDING LINE SCREEN , DENSITIES, IMPOSITIONS, BLEED, TRIM FLUCTUATIONS, GUTTER ALLOWANCES, AND ANY OTHER VITAL PREPRESS, PRINTING, BINDERY REQUIREMENTS. ALL SPECIFICATIONS MUST BE PROVIDED TO MADDEN PREPRINT MEDIA. BID PRICE MUST INCLUDE ADDITIONAL REGULAR AND OVERNIGHT SHIPPING CHARGES. DEPARTURE FROM BID SPECIFICATIONS MUST BE APPROVED BY MADDEN PREPRINT MEDIA. NO ALTERATION CHARGES ARE TO BE INCURRED WITHOUT PRIOR AUTHORIZATION FROM DCEO. DCEO CONTACT: LISA LINK A (312) 814-6579 NOTE: DCEO REQUIRES THAT AN OFFICER OF THE PRINTING CO. PERFORMING THE WORK HANDLE ALL ASPECTS OF THE PRINTING JOB JOB AND PARTICIPATE IN ALL MEETINGS AND COMMUNICATIONS WITH DCEO. NOTE: ALL ARTWORK AND DISKS ARE THE PROPERTY OF MADDEN PREPRINT MEDIA, AND MUST BE RETURNED TO: WENDY VOORHEES/MADDEN MEDIA 345 E. TOOLE AVE. TUCSON, ARIZONA 85701 (520) 323-2636 EXT. 228				

PRICE SHEET		SOLICITATION NO.: 226473 OPEN DATE : 02/03/12 T-NUMBER :			
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LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	AMOUNT
	GIVE BRAND OF STOCK YOU PROPOSE: BODY: _____ COVER: _____ NOTE: PLEASE INDICATE WEIGHT OF FINAL PIECE USING STOCKS LISTED ABOVE: _____ GIVE BRAND OF STOCK YOU PROPOSE FOR ALTERNATE BID: BODY: _____ COVER: _____ NOTE: _____ IL TRAVEL GUIDE PRINTING				

CERTIFICATIONS	SOLICITATION NO.: 226473 OPEN DATE : 02/03/12 T-NUMBER :	
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STANDARD CERTIFICATIONS

VENDOR ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH THIS SECTION AND EACH SUBSECTION FOR THE TERM OF THE CONTRACT AND ANY RENEWALS IS A MATERIAL REQUIREMENT AND CONDITION OF THIS CONTRACT. BY EXECUTING THIS CONTRACT VENDOR CERTIFIES COMPLIANCE WITH THIS SECTION AND EACH SUBSECTION AND IS UNDER A CONTINUING OBLIGATION TO REMAIN IN COMPLIANCE AND REPORT ANY NON-COMPLIANCE.

THIS SECTION, AND EACH SUBSECTION, APPLIES TO SUBCONTRACTORS USED ON THIS CONTRACT. VENDOR SHALL INCLUDE THESE STANDARD CERTIFICATIONS IN ANY SUBCONTRACT USED IN THE PERFORMANCE OF THE CONTRACT USING THE STANDARD SUBCONTRACTOR CERTIFICATION FORM PROVIDED BY THE STATE.

IF THIS CONTRACT EXTENDS OVER MULTIPLE FISCAL YEARS INCLUDING THE INITIAL TERM AND ALL RENEWALS, VENDOR AND ITS SUBCONTRACTORS SHALL CONFIRM COMPLIANCE WITH THIS SECTION IN THE MANNER AND FORMAT DETERMINED BY THE STATE BY THE DATE SPECIFIED BY THE STATE AND IN NO EVENT LATER THAN JULY 1 OF EACH YEAR THAT THIS CONTRACT REMAINS IN EFFECT.

IF THE PARTIES DETERMINE THAT ANY CERTIFICATION IN THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT IT MAY BE STRICKEN WITHOUT AFFECTING THE REMAINING SUBSECTIONS.

1) AS PART OF EACH CERTIFICATION, VENDOR ACKNOWLEDGES AND AGREES THAT SHOULD VENDOR OR ITS SUBCONTRACTORS PROVIDE FALSE INFORMATION, OR FAIL TO BE OR REMAIN IN COMPLIANCE WITH THE STANDARD CERTIFICATION REQUIREMENTS, ONE OR MORE OF THE FOLLOWING SANCTIONS WILL APPLY:

THE CONTRACT MAY BE VOID BY OPERATION OF LAW,
THE STATE MAY VOID THE CONTRACT, AND
THE VENDOR AND IT SUBCONTRACTORS MAY BE SUBJECT TO ONE OR MORE OF THE FOLLOWING: SUSPENSION, DEBARMENT, DENIAL OF PAYMENT, CIVIL FINE, OR CRIMINAL PENALTY.

IDENTIFYING A SANCTION OR FAILING TO IDENTIFY A SANCTION IN RELATION TO ANY OF THE SPECIFIC CERTIFICATIONS DOES NOT WAIVE IMPOSITION OF OTHER SANCTIONS OR PRECLUDE APPLICATION OF SANCTIONS NOT SPECIFICALLY IDENTIFIED.

2) VENDOR CERTIFIES IT AND ITS EMPLOYEES 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.

3) VENDOR CERTIFIES IT IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN (5 ILCS 385/3). THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS AND INDIVIDUALS AS MEMBERS OF LLCS.

4) VENDOR (IF AN INDIVIDUAL, SOLE PROPRIETOR, PARTNER OR AN INDIVIDUAL AS MEMBER OF A LLC) CERTIFIES IT HAS NOT RECEIVED AN (I) AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE, 40 ILCS 5/14-108.3 AND 40 ILCS 5/16-133.3, OR (II) AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE, 40 ILCS 5/14-108.3 AND 40 ILCS 5/16-133, (30 ILCS 105/15A).

5) VENDOR CERTIFIES IT IS A PROPERLY FORMED AND EXISTING LEGAL ENTITY (30 ILCS 500/1.15.80, 20-43); AND AS APPLICABLE HAS OBTAINED AN ASSUMED NAME CERTIFICATE FROM THE APPROPRIATE AUTHORITY, OR HAS REGISTERED TO CONDUCT BUSINESS IN ILLINOIS AND IS IN GOOD STANDING WITH THE ILLINOIS SECRETARY OF STATE.

6) TO THE EXTENT THERE WAS A INCUMBENT VENDOR PROVIDING THE SERVICES COVERED BY THIS CONTRACT AND THE EMPLOYEES OF THAT VENDOR THAT PROVIDE THOSE SERVICES ARE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, 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). THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS.

7) VENDOR CERTIFIES IT 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 VENDOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD (30 ILCS 500/50-5).

8) IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES 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).

9) 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, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS

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NOT BARRED FROM BEING AWARDED A CONTRACT AND ACKNOWLEDGES THAT THE STATE SHALL DECLARE THE CONTRACT VOID IF THIS CERTIFICATION IS FALSE (30 ILCS 500/50-10.5). 10) VENDOR CERTIFIES IT IS NOT BARRED FROM HAVING A CONTRACT WITH THE STATE BASED ON VIOLATING THE PROHIBITION ON PROVIDING ASSISTANCE TO THE STATE IN IDENTIFYING A NEED FOR A CONTRACT (EXCEPT AS PART OF A PUBLIC REQUEST FOR INFORMATION PROCESS) OR BY REVIEWING, DRAFTING OR PREPARING SOLICITATION OR SIMILAR DOCUMENTS FOR THE STATE (30 ILCS 500/50-10.5E). 11) VENDOR CERTIFIES THAT IT 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 STATE 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). 12) VENDOR CERTIFIES THAT IT 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 ACKNOWLEDGES THAT FAILURE TO COMPLY CAN RESULT IN THE CONTRACT BEING DECLARED VOID. 13) VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT (30 ILCS 500/50-14). 14) VENDOR CERTIFIES IT 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). 15) VENDOR CERTIFIES IT IS NOT IN VIOLATION OF THE "REVOLVING DOOR" SECTION OF THE ILLINOIS PROCUREMENT CODE (30 ILCS 500/50-30). 16) VENDOR CERTIFIES THAT IT HAS NOT RETAINED A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT (30 ILCS 500/50-38). 17) VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS OR EMPLOYEES OF THE STATE (30 ILCS 500/50-40, 50-45, 50-50). 18) IN ACCORDANCE WITH THE STEEL PRODUCTS PROCUREMENT ACT, VENDOR CERTIFIES 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). 19) A) IF VENDOR EMPLOYS 25 OR MORE EMPLOYEES AND THIS CONTRACT IS WORTH MORE THAN \$5000, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. B) IF VENDOR IS AN INDIVIDUAL AND THIS CONTRACT IS WORTH MORE THAN \$5000, VENDOR SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT (30 ILCS 580). 20) VENDOR CERTIFIES THAT 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 APPLIES TO CONTRACTS THAT EXCEED \$10,000 (30 ILCS 582). 21) VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES (720 ILCS 5/33 E-3, E-4). 22) VENDOR CERTIFIES IT 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). 23) VENDOR CERTIFIES IT 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). 24) VENDOR CERTIFIES IT 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, OR INDENTURED LABOR UNDER PENAL SANCTION (30 ILCS 583). 25) VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE STATE UNDER THE		

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CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12 (30 ILCS 584).

26) VENDOR CERTIFIES THAT IT IS NOT IN VIOLATION OF SECTION 50-14.5 OF THE ILLINOIS PROCUREMENT CODE (30 ILCS 500/50-14.5) 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 UNTIL THE VIOLATION IS MITIGATED".

27) 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.

28) VENDOR CERTIFIES THAT INFORMATION TECHNOLOGY, INCLUDING ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER THIS CONTRACT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS AS PUBLISHED AT WWW.DHS.STATE.IL.US/IITAA. (30 ILCS 587)

29 VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS, AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE (30 ILCS 500/20-160 AND 50-37). VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS. THESE REQUIREMENTS ARE EFFECTIVE FOR THE DURATION OF THE TERM OF OFFICE OF THE INCUMBENT GOVERNOR OR FOR A PERIOD OF 2 YEARS AFTER THE END OF THE CONTRACT TERM, WHICHEVER IS LONGER.

THE SIGNATURE PROVIDED BY THE VENDOR ON PAGE 1 OF THIS SOLICITATION DOCUMENT SHALL SERVE AS THEIR ACKNOWLEDGEMENT AND AGREEMENT 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 BY SIGNING AND SUBMITTING THE BID DOCUMENT.

SUBCONTRACTORS DISCLOSED WITHIN SECTION 2.20 OF THIS SOLICITATION DOCUMENT SHALL SIGN BELOW AS THEIR ACKNOWLEDGEMENT AND AGREEMENT 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 BY SIGNING AND SUBMITTING THE BID DOCUMENT.

SUBCONTRACTOR NAME AND DBA

SUBCONTRACTOR SIGNATURE

DATE

PRINTED NAME

TITLE

ADDRESS

CITY, STATE, ZIP CODE

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* * * PREVAILING WAGE, BENEFIT AND WORKING CONDITION REQUIREMENT (30 ILCS 500/25-60) * * *

ALL PRINTING FURNISHED UNDER CONTRACTS AWARDED UNDER THE ILLINOIS PROCUREMENT CODE SHALL BE PERFORMED BY EMPLOYEES WHO SHALL RECEIVE, WHILE PERFORMING THE PRINTING WORK SUBJECT OF THE CONTRACT, PREVAILING WAGES AND BENEFITS AND WHO SHALL WORK UNDER CONDITIONS PREVALENT IN THE LOCALITY IN WHICH THE WORK IS PRODUCED. PRINTING PERFORMED IN A PLANT OUTSIDE THE STATE OF ILLINOIS SHALL BE DEEMED PRODUCED AT THE ILLINOIS DELIVERY POINT.

NAME OF COMPANY SUBMITTING BID: _____

NAME AND TITLE OF COMPANY OFFICER: _____

* * *

(CHECK AND COMPLETE PART A OR B, WHICHEVER IS APPLICABLE.
 ALSO CHECK PART C IF SUBCONTRACTORS WILL BE USED, OR IF BIDDER IS A BROKER.)

* * *

 PART A.
 A COLLECTIVE BARGAINING AGREEMENT IS IN EFFECT BETWEEN THE FIRM AND ITS EMPLOYEES IN THE LOCALITY IN WHICH THE WORK IS TO BE PRODUCED AND THE EMPLOYEES ARE REPRESENTED BY _____ (NAME OF UNION AND LOCAL).

SUCH EMPLOYEES WILL RECEIVE WAGES AND BENEFITS NO LESS THAN THOSE SHOWN ON THE ATTACHED CHART AND WILL WORK UNDER CONDITIONS PREVALENT IN THE LOCALITY IN WHICH THE WORK IS TO BE PRODUCED.

 PART B.
 THE FIRM'S EMPLOYEES WHO ARE TO PRODUCE SUCH PRINTING WILL RECEIVE THE PREVAILING WAGES AND BENEFITS AS SHOWN ON THE ATTACHED CHART AND WILL WORK UNDER CONDITIONS PREVALENT IN THE LOCALITY IN WHICH THE WORK IS TO BE PRODUCED.

 PART C.
 YOU MUST IDENTIFY EACH SUBCONTRACTOR THAT WILL BE USED TO PRODUCE THE PRINTING. YOU MUST OBTAIN FROM EACH SUBCONTRACTOR A COMPLETED COPY OF THIS FORM SHOWING THAT THE SUBCONTRACTOR MEETS EITHER PART A OR PART B OF THE PREVAILING WAGE, BENEFIT AND WORKING CONDITION REQUIREMENTS.

* * * THE SUBCONTRACTOR MUST SIGN THE FORM * * *

YOU MUST SUBMIT THIS WITH YOUR BID.
 A BROKER'S SUPPLIER SHALL BE CONSIDERED A SUBCONTRACTOR.

SUBCONTRACTOR A. (NAME AND ADDRESS)

SIGNATURE OF SUBCONTRACTOR: _____

SUBCONTRACTOR B. (NAME AND ADDRESS)

SIGNATURE OF SUBCONTRACTOR: _____

BY SIGNING THIS FORM, THE ABOVE DESCRIBED SUBCONTRACTOR ON THE STATE'S PRINTING CONTRACT COMMITS THAT ITS EMPLOYEES WILL RECEIVE PREVAILING WAGES, BENEFITS AND WORK UNDER CONDITIONS PREVALENT IN ACCORDANCE WITH ILLINOIS LAW.

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**PRINTING PREVAILING WAGE FOR PRINTERS
FY 2012**

AREAS A & B

JOB TITLE	HOURLY RATE	FOREMAN RATE	OVER TIME	PENSION	HEALTH & WELFARE
PREPRESS DEPARTMENT					
JOURNEY PRESSPERSON	\$29.85	OS	1.5	6%	193.35/WK
PLATEMAKER	\$29.85	OS	1.5	6%	193.35/WK
STRIPPER	\$29.85	OS	1.5	6%	193.35/WK
SCANNER OPERATOR	\$29.85	OS	1.5	6%	193.35/WK
CAMERA OPERATOR	\$29.85	OS	1.5	6%	193.35/WK

PRESS DEPARTMENT					
JOURNEY PRESSPERSON I	\$31.69	OS	1.5	6%	193.35/WK
JOURNEY PRESSPERSON II	\$27.32	OS	1.5	6%	193.35/WK
FEEDER	\$21.86	NA	1.5	6%	193.35/WK
GENERAL WORKER	\$10.30	NA	1.5	5%	193.35/WK

BINDERY DEPARTMENT					
BINDERY JOURNEYPerson I	\$25.88	OS	1.5	6%	193.35/WK
BINDERY JOURNEYPerson II	\$21.66	OS	1.5	6%	193.35/WK
GENERAL WORKER	\$10.30	NA	1.5	5%	193.35/WK

VACATION SCHEDULE	LESS THAN THREE MONTHS	5 DAYS
	3 MONTHS - 5 YEARS	10 DAYS
	5 FULL YEARS	15 DAYS
	10 FULL YEARS	20 DAYS
	25 FULL YEARS	25 DAYS

OS = OVER SCALE

THESE WAGE RATES AND FRINGE BENEFITS ARE DETERMINED BY THE ILLINOIS DEPARTMENT OF LABOR TO BE CONDITIONS PREVALENT IN THE STATE OF ILLINOIS AND SHALL BE THE MINIMUM REQUIREMENTS FOR PRINTING WORKERS UNDER THE ILLINOIS FINANCE PROCUREMENT CODE. RETROACTIVE REIMBURSEMENT IS REQUIRED IF LESS THAN THE PREVAILING WAGE WAS PAID AT ANY TIME.

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PRINTING PREVAILING WAGE FOR PRINTERS
 FY 2012

AREA C

JOB TITLE	HOURLY RATE	FOREMAN RATE	OVER TIME	PENSION	HEALTH & WELFARE
PREPRESS DEPARTMENT					
PLATEMAKER	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
STRIPPER	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
SCANNER OPERATOR	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
CAMERA OPERATOR	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
PRESS DEPARTMENT					
JOURNEY PRESSPERSON	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
BINDERY DEPARTMENT					
BINDERY JOURNEYPerson I	\$25.83	\$28.41	1.5	\$40.45/WK	\$342/MO
BINDERY JOURNEYPerson II	\$20.48	\$22.53	1.5	\$40.45/WK	\$342/MO
AUXILIARY WORKER	\$17.89	NA	1.5	\$40.45/WK	\$342/MO
VACATION SCHEDULE	1 YEAR	-	1 WEEK		
	3 YEARS	-	2 WEEKS		
	5 YEARS	-	3 WEEKS		
THESE WAGE RATES AND FRINGE BENEFITS ARE DETERMINED BY THE ILLINOIS DEPARTMENT OF LABOR TO BE CONDITIONS PREVALENT IN THE STATE OF ILLINOIS AND SHALL BE THE MINIMUM REQUIREMENTS FOR PRINTING WORKERS UNDER THE ILLINOIS FINANCE PROCUREMENT CODE. RETROACTIVE REIMBURSEMENT IS REQUIRED IF LESS THAN THE PREVAILING WAGE WAS PAID AT ANY TIME.					

FOR PRINTING CONTRACTS, LOCATION MEANS ONE OF THE FOLLOWING AREAS:					
1) AREA A: COOK COUNTY					
2) AREA B: BOONE, BUREAU, CARROLL, CHAMPAIGN, DEKALB, DEWITT, DUPAGE, FORD, FULTON, GRUNDY, HANCOCK, HENDERSON, HENRY, IROQUOIS, JO DAVIESS, KANE, KANKAKEE, KENDALL, KNOX, LAKE, LASALLE, LEE, LIVINGSTON, LOGAN, MARSHALL, MASON, MCDONOUGH, MCHENRY, MCLEAN, MERCER, OGLE, PEORIA, PIATT, PUTNAM, ROCK ISLAND, SCHUYLER, STARK, STEPHENSON, TAZEWEEL, VERMILION, WARREN, WHITESIDE, WILL, WINNEBAGO, WOODFORD COUNTIES.					
3) AREA C: ADAMS, ALEXANDER, BOND, BROWN, CALHOUN, CASS, CHRISTIAN, CLARK, CLAY, CLINTON, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN, GALLATIN, GREENE, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JERSEY, JOHNSON, LAWRENCE, MACON, MACOUPIN, MADISON, MARION, MASSAC, MENARD, MONROE, MONTGOMERY, MORGAN, MOULTRIE, PERRY, PIKE, POPE, PULASKI, RANDOLPH, RICHLAND, SALINE, SANGAMON, SCOTT, SHELBY, ST. CLAIR, UNION, WABASH, WASHINGTON, WAYNE, WHITE, WILLIAMSON COUNTIES.					
4) AREA D: WHERE THE PRINTING IS PERFORMED IN A PLANT OUTSIDE THE JURISDICTION OF THIS STATE, IT SHALL BE DEEMED PRODUCED IN THE ILLINOIS LOCALITY IN WHICH DELIVERY OF THE PRINTING ORDERED IS REQUIRED TO BE MADE. WHERE SUCH PRINTING IS REQUIRED TO BE DELIVERED TO MORE THAN ONE ILLINOIS LOCALITY, SUCH PRINTING SHALL BE DEEMED PRODUCED IN THE ILLINOIS LOCALITY TO WHICH THE LARGEST DOLLAR VOLUME OF PRINTING UNDER THE CONTRACT IS TO BE DELIVERED.					