
STATE OF ILLINOIS

Office of the Attorney General



REQUEST FOR PROPOSALS

AG-IT Research/C08-009

STATE OF ILLINOIS
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REQUEST FOR PROPOSALS

- ☒ Request for Proposals (RFP)
- ☐ Request for Proposals for Professional & Artistic Services (RFP P&A)

1. INTRODUCTION

- 1.1 PURPOSE:** The Illinois Attorney General's Office is requesting offers from responsible vendors to meet its needs. A brief description is set forth below for your convenience, with detailed requirements found in Section 4 of the RFP, "Services Required from the Vendor." If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Upon completion of the RFP process, if you are the selected vendor, you will be expected to enter into a binding contract with the Attorney General's Office. The Contract for Services (the Contract) will follow the format and include the contractual terms as specified in the attached sample Contract for Services.

- 1.2 BACKGROUND:** The Illinois Attorney General's Office shall make all procurements in the most economical, expeditious and commercially reasonable manner that is in accordance with the law. The Attorney General's Office shall procure its needs in accordance with the Attorney General's Procurement Rules (44 Ill. Adm. Code Part 1300) and in a manner substantially in accordance with Articles 1, 15, 20, 25, 35, 40, 50 and 53 of the Illinois Procurement Code (30 ILCS 500/Arts. 1, 15, 20, 25, 35, 40, 45, 50 and 53.

Please read the RFP and Contract form and submit your Offer in accordance with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers."

If you have any questions, please contact the RFP Contact identified in Section 3 of the RFP, "Key Information about this RFP."

1.3 SUMMARY OF SERVICES REQUIRED:

Brief Description:

The Illinois Attorney General's Office is seeking a web based informational technology resource database that would allow staff to research data, and have access to advisory services to cover every aspect of information technology for technology decision makers. The selected vendor must be a full service firm providing comprehensive, practical research and advisory solutions, with 24/7 OAG access to current research data.

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2. DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below.

Any objections or questions regarding the definitions should be raised with the Attorney General's Office during the RFP process.

- 2.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Attorney General's order and the Contract, or the Attorney General's Office indicates acceptance in writing.
- 2.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 2.3 Attorney General's Office:** the State of Illinois – Office of the Attorney General.
- 2.4 Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 2.5 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq.
- 2.6 Contract:** the Sample "Contract for Services" is included with the Attorney General's Request for Proposals.
- 2.7 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the Attorney General's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties and is not subject to disclosure pursuant to the Freedom of Information Act (5 ILCS 140) or other law requiring disclosure. Information that may be deemed confidential includes such things as documentation of know-how and processes trade secrets; manuals; confidential reports; financial, technical, and operational information; proprietary software; and other matters relating to the operation of a Proposal's/Bidder's business that are treated as confidential in the ordinary course of business.
- 2.8 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 2.9 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 2.10 Offer:** the Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.

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- 2.12 Offer Firm Time:** offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.
- 2.13 Order:** any written request from the Attorney General's Office for services and/or products and/or equipment pursuant to this Contract.
- 2.14 Parties:** the Illinois Attorney General's Office and the Vendor.
- 2.15 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Attorney General's Office satisfaction with the work to be performed.
- 2.16 Professional & Artistic Services:** those services provided under contract to the Attorney General's Office by a person or business, acting as an independent contractor, qualified by education, experience and technical ability including, without limitation, installation, implementation, integration, custom programming, conversion, training, consulting and any other similar services that may be provided by Vendor(s) independently or in conjunction with a Third Party hereunder.
- 2.17 RFP/RFP P&A:** the Illinois Attorney General's Request for Proposals (Professional & Artistic Services, if applicable).
- 2.18 Responses:** when used in association with the term "RFP" refer to the Vendor's(s') replies, clarifications, revisions, and additions to the Attorney General's Request for Proposals.
- 2.19 Security:** the Vendor may be required to provide offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Attorney General's Office. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Attorney General's Office issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Attorney General's Office enters into contract with the successful Vendor, whichever is earliest.
- 2.20 OAG:** the Office of Attorney General.
- 2.21 OAG Facility:** any facility, site or location owned, managed, controlled or operated by the Attorney General's Office.
- 2.22 State Liaison:** when applicable, the Attorney General's Office employee who shall act as a centralized liaison between Vendor(s) and the Attorney General's Office with respect to all matters relating to the administration of this Contract.
- 2.23 Third Party:** any entity other than the Attorney General's Office, Vendor(s), or any of their respective Affiliates.

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3. KEY INFORMATION ABOUT THIS RFP

3.1 REFERENCE NUMBER: C08-009

3.2 RFP CONTACT: The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

Lora McDonald	Phone: 312-814-1032
Office of the Attorney General	Fax: 312-814-1279
11-917	TDD: 312-814-3374
100 W. Randolph St.	E-mail: lmcdonald@atg.state.il.us
Chicago, IL 60601	

3.3 QUESTIONS: Please direct all questions (and requests for American Disabilities Act accommodations) to the RFP Contact. Do not discuss this RFP with any person other than the Project Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Attorney General's Office. When the answer to a question regarding the RFP may result in a material change to the RFP, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the RFP or post the answer in the Illinois Procurement Bulletin, which may be viewed at <http://www.purchase.state.il.us/>. Only written answers to questions will be binding on the State.

3.4 SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the Illinois Attorney General's Office reserves the right to change the dates.

Issue RFP	September 26, 2007
Due Date and Time for Offers	October 10, 2007, 12pm
Opening Date and Time	October 10, 2007, 2pm

3.5 VENDOR CONFERENCE: A Vendor Conference will not be held.

3.6 NUMBER OF COPIES: Submit a signed original and 3 copies of the Offer in a sealed envelope or container. (Pricing must be sealed separately from the technical portion of your proposal.)

3.7 SUBMIT OFFERS TO:	LABEL ENVELOPES/CONTAINERS
Office of the Attorney General	Office of the Attorney General
Attn: <i>Iris Delgado</i>	100 W. Randolph St., Chicago, IL 60601
100 W. Randolph St.	AG-IT Research/C08-009
Chicago, IL 60601	October 10, 2007, 12pm
	Vendor's Name and Address

OPENING: The Attorney General's Office will open all offers that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All offers become the property of the Attorney General's Office and will not be returned except in the case of a late submission. Offers will be opened at the Submission Location

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3.9 OFFER FIRM TIME:

120 Days from Opening

3.10 PROTEST REVIEW OFFICE:

OFFICE OF THE ATTORNEY GENERAL Phone: 312-814-3732

Attn: Iris Delgado Fax: 312-814-5620

100 W. RANDOLPH ST. TDD: 312-814-3374

CHICAGO, IL 60601

- 3.11 SMALL BUSINESS SET -ASIDE:** ☐ Yes ☒ No. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$10,000,000 for a wholesaler; (2) \$6,000,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and (4) must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 866-ILL-BUYS, TDD 800-526-0844.

4. SERVICES REQUIRED FROM THE VENDOR

The Attorney General's Office will detail the specific requirements and needs for which the Contract is to address. This section will include the Attorney General's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

4.1. Need For Services

To provide the Attorney General's Information Technology Bureau decision makers access to web based information technology research data that can be used to improve the IT decision making process and reduce IT risk.

4.2. Goals and Objectives

The Office of the Attorney General is seeking a web based informational technology resource database that would allow staff to research data, and have access to advisory services from a single source vendor in an effort to reduce costs and improve service to the OAG.

4.3. Capabilities / Services Required

This subsection sets forth specific requirements and features, some which have been identified as Minimum Requirements; that is to state that any proposals submitted must possess these elements to be considered acceptable or potentially acceptable, that is reasonably susceptible of being made acceptable for consideration of award. Other Specifications / Desirable Features, Characteristics and Services are also outlined and proposal responses will be evaluated only for those proposals deemed acceptable or potentially acceptable.

4.3.1 Minimum Requirements

In order to be considered for an award, the Vendor's solution must have the following characteristics or capabilities:

1. A single source vendor that covers current aspects of Information Technology
2. Provide web access
3. Provide phone consultations
4. The ability to provide OAG staff research including written documentation within 24 hours upon request
5. User access for six (6) staff and one (1) executive
6. 24/7 access to data research
7. Customer support 8am to 5pm central standard time Monday to Friday
8. 24 hour response to an initial request
9. Staffing Capabilities as outlined in section 4.6
10. Test Pilot Program as outlined in section 4.8.

4.3.2 Other Specifications / Desirable Features, Characteristics, and Services

Products / Proposals that are deemed acceptable or potentially acceptable based on the ability to meet the minimum requirements outlined in subsection 4.3.1 will be further evaluated on the vendor's ability to provide:

1. Industry specific research tailored to the needs of the OAG
2. Information concerning various technology providers and the marketplace
3. On-demand phone consultations with Research Analysts
4. Underlying research themes that cut across technology or industry specific research
5. Detailed product comparisons and evaluations
6. A myriad of Special Reports (please describe type and content)
7. 24/7 access to research data
8. Current information on software applications, development techniques, infrastructure and hardware
9. Extensive data research experience (please describe)
10. Ability to identify best practices within the industry
11. Possess a wide range of data within the technology industry.
12. Practices in creating strategic business initiatives that assist in streamlining business processes
13. Templates that can be customized to meet OAG needs
14. Current information in the following areas of technology;
 - Business Intelligence and Data Warehousing
 - Enterprise Management solutions
 - Application Development solutions
 - Enterprise Networking solutions
 - Hardware Platforms/Infrastructures
 - High impact trends in the marketplace
 - Mobile Wireless solutions
 - Security policies/software

4.5. Reporting, Status and Monitoring Specifications

4.5.1 Contract Monitoring

- 4.5.1.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- 4.5.1.2 The Attorney General's Office reserves the right to monitor and track Vendor's performance over the course of the contract

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including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.

- 4.5.1.3 In appropriate circumstances, the Attorney General's Office and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- 4.5.1.4 The Vendor shall cooperate with the Attorney General's Office in this monitoring and tracking activity, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the Attorney General's Office.
- 4.5.1.5 The Attorney General's Office expects to have quality vendors who are willing to work with us during the term of the contract to provide us with better quality at the same price, or to provide the same quality at a lower price. We may consider, in future procurement evaluations, a vendor that successfully provides better quality or price.

4.6. Staffing Specifications

The OAG requires all staff employed by the vendor to possess wide-ranging knowledge/experience necessary to successfully provide research data and support concerning all areas contained in this RFP. In addition, the OAG requires the following vendor support staff;

Dedicated Senior Account Representative
Analyst Inquiry Manager
Customer Service Representative

4.7. Where Services are to be Performed

Office of the Attorney General; 100 W. Randolph St., Chicago, IL 60601
500 S. Second St., Springfield, IL 62706

- 4.7.2 Work Location Disclosure:** Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified.

This information and economic impact on Illinois and its residents may be considered in the evaluation.

If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

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4.8. Other Specifications

The Attorney General's Office is requiring all acceptable vendors to provide our Information Technology staff with a seven (7) business day test/pilot period to evaluate the vendor's ability to provide research / services as identified in their proposals.

4.9. Term of Contract

Upon awarding the chosen vendor and execution of the contract through June 30, 2009

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5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions prescribe the format and content of the Offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Offer.
- 5.1.2 The response--completed, signed and returned--will constitute the Offer. A signed original and the designated number of copies of each Offer are required (see Section 3 of the RFP, "Key Information about this RFP"). Failure to submit the required number of copies may prevent the Offer from being evaluated within the allotted time.
- 5.1.3 Your Offer must provide all information requested and must address all points. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Attorney General's Office is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection.** If the Vendor (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The Attorney General's Office may require that offers be submitted in electronic form. All terms to which the Vendor does not suggest an exception or modification will be deemed by the Attorney General's Office as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or Sample Contract for Services on separate pages, and shall attach those pages to the Offer as addenda.
- 5.1.4 The Offer is divided into two parts: (1) the Technical Proposal and (2) the Price Proposal. The Offer must be submitted in a sealed envelope or container, with the Price Proposal under separate cover in a separate, sealed envelope or container in the Offer container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Attorney General's Office, Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address.
- 5.1.5 If the Vendor designates any information in its Offer as confidential, the Vendor must also submit one (1) copy of the Offer from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.
- 5.1.6 Offers must not contain promotional or display materials.
- 5.1.7 Attachments must be referenced in the Offer.

- 5.2 TECHNICAL PROPOSAL:** The following documents and responses will be included in the Technical Proposal **and tabbed as such in the order given below:**

- 5.2.1 TRANSMITTAL LETTER:** An individual authorized to legally bind the Vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, email address, fax number and telephone number.

Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Attorney General's Office about the confidential nature of the information.

- 5.2.2 TABLE OF CONTENTS:** The Vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

- 5.2.3 EXECUTIVE SUMMARY:** The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

5.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in Section 4 of the RFP, "Services Required from the Vendor" and agrees with Section 4 of the Sample Contract for Services, "Terms and Conditions."

5.2.3.2 An overview of the Vendor's plans for data research

5.2.3.3 A demonstration of the Vendor's knowledge of analytical process

TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Attorney General's Office in Section 4 of the RFP, "Services Required from the Vendor." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor.

- 5.2.5 TECHNICAL EXPERIENCE:** The Vendor must provide the following information regarding its experience:

5.2.5.1 Number of years experience with providing types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

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5.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.2.5.3 List all services and other relevant experience similar to those specified in Section 4 of the RFP, "Services Required from the Vendor" that the Vendor has provided to other businesses or governmental entities.

5.2.6 PERSONNEL: The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

5.2.7 FINANCIAL CAPACITY INFORMATION: Submit end of year financial statements for the last 3 years. Vendor may also be required to provide additional financial information upon request.

5.2.8 CHANGES TO THE RFP: If the Attorney General's Office issues any changes (including amendments or addenda) to this RFP, these changes must be signed by an individual authorized to legally bind the Vendor and included in the Technical Proposal.

5.2.9 STATE FORMS REQUIRED OF THE VENDOR:

The Vendor is required to complete and submit all forms listed below as part of the Offer. It is important to note that this section references State forms that the Vendor must complete as part of the procurement process and does not serve as an opportunity for Vendors to insert their own forms.

- Attachment A – Qualification Form
- Attachment B – Business and Directory Information
- Attachment C – References
- Attachment D – Department of Human Rights (DHR) Public Contract Number
- Attachment E – Minority, Female, Person with Disability Status & Subcontracting
- Attachment F – Conflicts of Interest Disclosures
- Attachment G – Taxpayer Identification Number
- Attachment H – Information Regarding Terminations, Litigation & Debarment

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Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the Attorney General's Office with the understanding that the OAG will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Attorney General's Office

VENDOR (Official Name and D/B/A)

Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

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Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A)
(b)	Business Headquarters (include Address, Telephone and Facsimile)
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent
(d)	Billing Address
(e)	Name of Chief Executive Officer
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
(g)	Company Web Site
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
(i)	Length of Time in Business
(j)	Annual Sales (for most recently completed Fiscal Year)
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)
(l)	Type of and description of business
(m)	State of incorporation, state of formation or state of organization
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
(o)	Identify the Vendor's accounting firm
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State.

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Attachment C
References

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

(1) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

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Attachment D
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 RFP 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 offer opening date. If the Attorney General's Office cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

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

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

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

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

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

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

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Attachment E
Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified 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 (and D/B/A):

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes" check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

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.

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Attachment F
Conflicts of Interest Disclosures

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

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

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

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

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

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

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:
D/B/A (if used):
Name of any Parent Organization:
Address:
Contact Person: Name: Title: Address: Telephone/Fax:

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Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **(\$150,691.00)**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and

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services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

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.)*

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Section 2: Disclosure of Financial Interest in the Vendor

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

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

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

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest:
\$ _____ or the proportionate share of the ownership interest: _____% and the type
of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

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

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

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

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

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(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

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

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

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Section 3: Disclosure of Potential Conflicts of Interest

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or 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 ____

Explanation of potential conflicts of interest:

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Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

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Attachment G
Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|--|
| _____ Individual | _____ Governmental |
| _____ Sole Proprietorship | _____ Nonresident alien |
| _____ Partnership/Legal Corporation | _____ Estate or Trust |
| _____ Tax-exempt | _____ Pharmacy (non-corporate) |
| _____ 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 _____ |

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Attachment H

Information Regarding Terminations, Litigation and Debarment

The Attorney General's Office requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Attorney General's Office.
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

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5.3 PRICE PROPOSAL:

The Price Proposal must be submitted in a **separate, sealed envelope or container in the Offer container**. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in Section 4 of the RFP, "Services Required from the Vendor."

Detail pricing requirements with at least the following categories of information:

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

5.3.2 Maximum Compensation for Supplies and/or Services: Show price in checked category only:

5.3.2.1 ☐ Firm Price _____

5.3.2.2 ☐ Not-to-exceed _____

5.3.2.3. ☒ Estimated Price _____

5.3.2.4. ☐ Other [*please specify*] _____

5.3.3 Expenses: This contract does not allow for reimbursement of any expense incurred by vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

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

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

5.3.6 Tax Exemption: The Attorney General's Office Illinois tax exemption number is E9984-1185-05. Federal tax exemption information is available upon request.

6. HOW WE WILL EVALUATE OFFERS

6.1 EVALUATION STEPS: The evaluation and award process will consist of the following:

- 6.1.1 Review of the offers to assess compliance with mandatory administration requirements.
- 6.1.2 Detailed evaluation of mandatory service requirements and proposed services, programs, and solutions.
- 6.1.3 Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee). Best and Final Offers may be included in this step or at later stages of the evaluation process.
- 6.1.4 Scoring of Technical Proposals.
- 6.1.5 Scoring of Price Proposals (except for Requests for Proposals for Professional & Artistic Services; see Section 6.3.3.4 of the RFP).
- 6.1.6 Integration of the Technical Proposal score and the Price Proposal score into an Evaluation Committee recommendation to management.
- 6.1.7 Award decision by management.
- 6.1.8 If we select your Offer for award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the Attorney General's Office. Protested awards are subject to resolution of the protest.

6.2 RFP COMMITTEE: The Attorney General's Office intends to conduct a comprehensive, fair and impartial evaluation of offers received in response to this RFP. The Attorney General's Office will use an RFP Committee to review and evaluate the offers.

6.3 EVALUATION CRITERIA: We evaluate four categories of information: administrative compliance, Vendor responsibility, responsiveness and price. All offers, regardless of the type of RFP, must meet the following administrative and responsibility criteria.

6.3.1 Evaluation of Administrative Compliance: The Attorney General's Office will determine whether the Offer complied with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers." We must reject your Offer if you submit it late. Failure to meet other requirements will affect our evaluation and may result in rejection.

6.3.2 Evaluation of Vendor Responsibility: The Attorney General's Office will determine whether the Vendor submitting the Offer is one with whom the Office can or should do business. Factors that may be evaluated to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Vendor must at all times have financial resources sufficient, in the opinion of the Attorney General's Office, to ensure performance of the contract and must provide proof upon request. Any failure to supply

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information and our determination of the quality of the information will affect our evaluation and may result in rejection.

- 6.3.3 Evaluation of Responsiveness and Price:** A point ranking system or other evaluation methods are tools the OAG often, but not always, uses to aid it in the evaluation process. The Attorney General's Office reserves the right to use its discretion to eliminate offers that are deemed unacceptable.

We will determine how well offers satisfy Section 4 of the RFP, "Services Required from the Vendor" in terms of "responsiveness" to the requirements. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation.

We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The "responsible" offeror whose offer meets "administrative" requirements and minimum requirements will be eligible for award consideration. If we do not consider the price submitted in response to the RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The point evaluation system is described below:

- 6.3.3.2 Vendors who do not receive 600 of the total "responsiveness" points for any element may not be considered for price evaluation and award.
- 6.3.3.3 The elements of responsiveness that will be evaluated and their relative weights are:

<u>Elements</u>	<u>Weight</u>
Teleconferencing Support / Research:	200
▪ On-demand phone consultation with Research Analysts	200
Functionality / Comprehensiveness of the Web-based Service s:	300
▪ Ease of navigating through and accessing data research	100
▪ Industry specific research	100
▪ Strategic business initiatives	100

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Written analytical documentation:	200
▪ Detailed product comparisons and evaluations	100
▪ Special reports	100

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

6.3.3.5 The total number of points for "price" is 100. We will determine "price" points using the following formula:

Award 100 points to the lowest acceptable price offer. Every other offer's price will be awarded points based on the formula listed below;

Lowest acceptable offer's price divided by any other acceptable offer's price = Total proportionate point award.

6.3.3.6 The maximum number of points is 800 (700 pts. for Responsiveness and 100 pts. for Price).

6.3.3.7 **Alternative Evaluation:** If five or fewer Offers are received, the Offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS RFP:

- 7.1.1 ILLINOIS PROCUREMENT BULLETIN:** The Attorney General's Office publishes in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>. The Vendor is responsible for monitoring the Illinois Procurement Bulletin and the Attorney General's Office cannot be held responsible if you fail to receive the optional e-mail notices.
- 7.1.2 NON-DISCRIMINATION POLICY:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 7.1.3 RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Attorney General's Office will issue written instructions, if appropriate.
- 7.1.4 AMENDMENTS TO THE RFP:** The Attorney General's Office reserves the right to amend the RFP at any time. The Vendor must acknowledge receipt of an amendment in its Offer with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Offers, the Attorney General's Office may, in its sole discretion, allow Vendors to amend their Offers in response to the Attorney General's Office amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE OFFER:

- 7.2.1 SUBMISSION OF OFFER:** You may mail or hand-deliver Offers. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.
- 7.2.2 MODIFICATION/WITHDRAWAL OF OFFER:** Written requests to modify the Offer received by the Attorney General's Office prior to the scheduled opening time will be accepted and the modifications will be made after opening. Written requests to withdraw the Offer received by the Attorney General's Office prior to the scheduled opening time will be honored. No oral requests for either modification or withdrawal will be allowed. Requests must be addressed and labeled in the same manner as the Offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 7.2.3 LATE DELIVERY:** We will not consider Offers received at the designated submission location after the stated due date and time.

- 7.2.4 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 RFP.
- 7.2.5 RESERVATIONS:** We reserve the right to reject all Offers; to reject individual Offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the Offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Offer. Submission of an Offer confers on you no right to an award or to a subsequent contract. The RFP process is for the Attorney General's Office benefit only and is to provide the OAG with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the Attorney General's Office.
- 7.2.6 COST OF PREPARATION:** We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer.
- 7.2.7 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** The Attorney General's Office may treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time the Offer was submitted. All information submitted is subject to the Illinois Freedom of Information Act ("IFOIA") (5 ILCS 140), the Code, and other applicable laws and rules.

Vendors are encouraged to familiarize themselves with the IFOIA and the Code before submitting an Offer. The Attorney General's Office will copy public records as required to comply with the public records laws. Any request for confidential treatment of information must be included in the transmittal letter with the Vendor's Offer. The Vendor must enumerate the specific grounds in the IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Attorney General's Office concerning the confidential status of the materials.

Any Offer submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Offer as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Offer from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the RFP, "Key Information about this RFP." The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.

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The Attorney General's Office will treat as confidential the information marked confidential. In the event the Attorney General's Office receives a request for information marked confidential, it will give the Vendor written notice five (5) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Attorney General's Office shall release the information ten (10) calendar days after the information request. The Vendor's failure to request confidential treatment of material will be deemed by the Attorney General's Office as a waiver of any right to confidentiality which the Vendor may have had.

Upon award, the name of the successful Vendor and price as well as sufficient information from that Offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law or statute.

7.2.8 DOWNGRADING OR DISQUALIFICATION: The following are cause for downgrading or disqualification of the Offer, depending on the circumstances:

- 7.2.8.1 The Vendor fails to deliver the Offer by the due date and time.
- 7.2.8.2 The Vendor fails to deliver the Price Proposal in a separate envelope or container.
- 7.2.8.3 The Vendor fails to meet one or more requirements of the RFP.
- 7.2.8.4 The Vendor's Offer materially changes one or more requirements of the RFP.
- 7.2.8.5 The Vendor's Offer limits the rights of the Attorney General's Office.
- 7.2.8.6 The Vendor fails to include information necessary to substantiate that it will be able to meet a Required Service. A response of "will comply" or merely repeating the Required Service is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the Required Services are not sufficient.
- 7.2.8.7 The Vendor fails to respond to the Attorney General's Office request for information, documents, or references.
- 7.2.8.8 The Vendor fails to include a bid bond or performance security (if required).
- 7.2.8.9 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
- 7.2.8.10 The Vendor initiates unauthorized contact regarding the RFP with state employees.
- 7.2.8.11 The Vendor provides misleading or inaccurate responses.

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7.2.8.12 The Vendor fails to attend a mandatory Vendor's Conference.

7.2.9 NONMATERIAL AND MATERIAL VARIANCES: The Attorney General's Office reserves the right to waive or permit cure of nonmaterial variances in the Offer if it is in the Attorney General's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in Section 4 of the RFP, "Services Required from the Vendor." In the event the Attorney General's Office waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Attorney General's Office.

7.2.10 VERIFICATION OF OFFER CONTENTS: The content of an Offer submitted by a Vendor is subject to verification. Misleading or inaccurate responses will result in disqualification.

7.2.11 PRESENTATIONS: Vendors may be required to make a presentation of the Offer. The presentation may occur at the Attorney General's office or at the offices of the Vendor. The determination as to need for presentations, the content, the location, order, and schedule of the presentations is at the sole discretion of the Attorney General's Office. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Offer. The presentation will not materially change the information contained in the Offer.

7.2.12 RESTRICTIONS ON GIFTS AND ACTIVITIES: The Code and the State Officials and Employees Ethics Act ("the Act") (5 ILCS 430) restrict gifts which may be given or received by State employees and require certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of the Code and the Act and any other legal requirements to their activities and to comply with those requirements. In addition, under Illinois law, it is a felony offense to bribe or attempt to bribe a public official.

7.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:

7.3.1 PUBLIC CONTRACTS NUMBER: Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at (312) 814-2431.

7.3.2 OUT OF STATE COMPANIES: Please contact the Illinois Secretary of State ((217) 782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html. It is entirely the Vendor's responsibility to determine whether the Vendor is required to obtain a Certificate of Authority to Transact Business in Illinois, and if so to obtain that Certificate via the filing of the required form and payment of any required fees and taxes.

7.3.3 VENDOR SUSPENSION: Any Vendor may be suspended for violation of the Code or for failure to conform to specifications or terms of delivery. Suspension will 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. Vendors may be debarred in accordance with the Code and the rules promulgated by the chief procurement officer or as otherwise provided by law (30 ILCS 500/50-65).

7.4 NOTICES AND REQUIREMENTS FOR THE REVIEW AND EVALUATION OF OFFERS:

7.4.1 INFORMATION FROM OTHER SOURCES: The Attorney General's Office reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.

7.4.2 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION: The Attorney General's Office reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

7.4.3 OFFER CLARIFICATION PROCESS: The Attorney General's Office reserves the right to contact a Vendor after the submission of an Offer for the purpose of clarifying an Offer to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Attorney General's Office or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Offer. The Attorney General's Office will not consider information received if the information materially alters the content of the Offer or alters the type of goods and services the Vendor is offering to the Attorney General's Office. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Attorney General's Office within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Offer as noncompliant.

7.4.4 DISPOSITION OF OFFERS: Ordinarily, all Offers become the property of the Attorney General's Office and will not be returned to the Vendor. Those Offers will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in the IFOIA, the Code, or other applicable law.

7.4.5. COPYRIGHTS: By submitting an Offer, the Vendor agrees that the Attorney General's Office may copy the Offer for purposes of facilitating the evaluation of the Offer or to respond to requests for public records. The Vendor consents to such copying by submitting an Offer and warrants that such copying will not violate the rights of any third party. The Attorney General's Office will have the right to use ideas or adaptations of ideas that are presented in the Offers.

7.4.6. RELEASE OF CLAIMS: By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the Attorney General's Office based on any misunderstanding concerning the information provided herein or concerning the Attorney General's Office.

failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

7.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

7.5.1 NOTICE OF AWARD: The Attorney General's Office will publish Notice of Award in the electronic Illinois Procurement Bulletin (Supplies and Services Edition). Notice of Award information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>.

7.5.2 PROTESTS: If you object to any provision of the RFP, believe we improperly rejected your offer, or believe the selected Offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You will be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. You must submit your protest to the Protest Review Office listed in Section 3 of the RFP, "Key Information about this RFP" or if there is no such designation, to the RFP contact listed in Section 3.2 of the RFP. The Attorney General's Office will consider only written protests that are properly and timely submitted. The Attorney General's Office will issue a written decision and that decision is final.

7.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.6.1 CONTRACT NEGOTIATIONS: Vendors must be prepared for the Attorney General's Office to accept the Offer as submitted, but contract negotiations may be necessary or desirable, at the Attorney General's sole option. If negotiations do not result in an acceptable agreement, the OAG may reject the Offer or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s).

7.6.2 COMMENCEMENT OF WORK: If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your own risk.

7.6.3 DEFINITION OF CONTRACT: A sample Contract for Services is included with this RFP. The full execution of this written Contract will constitute the making of a Contract for Services and no Vendor will acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Vendor and the Attorney General's Office.

7.6.4 CHOICE OF LAW AND FORUM: This RFP and the resulting contract are to be governed by the laws of the State of Illinois. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP will be brought in the appropriate Illinois forum.

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- 7.6.5 NO MINIMUM GUARANTEED:** The Attorney General's Office anticipates that the selected Vendor will provide services as requested by the OAG. The Attorney General's Office will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

END OF REQUEST FOR PROPOSAL

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OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

SAMPLE CONTRACT

Vendor will be asked to sign a contract substantially similar to the following sample:

The State of Illinois, by and for the use of the Attorney General of the State of Illinois, hereinafter referred to as "the Attorney General," and * * *, hereinafter referred to as "Vendor," hereby agree as follows:

1. **GOODS.** The Vendor agrees to and shall provide the goods as described in "Attachment A". The goods shall be provided at the price set out in "Attachment B".
2. **COMPENSATION.** For budgetary and planning purposes, the amount payable under this contract is not to exceed \$* * *, annually.
3. **TERM.** This contract shall commence on * * *, 200*, and shall terminate on ****, 200*. No payment will be made and no goods should be provided prior to the effective date.
4. **DELIVERY:** Unless otherwise specified in Section 3 of the Contract, "Price Quotation," all Supplies to be provided under this Contract will be delivered, at the Vendor's expense, to locations specified by the Attorney General, and title and risk of loss to said Supplies will pass to the Attorney General at the time of delivery to such locations.
5. **INSPECTION:** All Supplies are subject to inspection and testing. In the event Supplies are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the Attorney General shall have the right to reject the Supplies or retain the Supplies and correct the defects. The bidder shall pay the Attorney General for expenses incurred in correcting defects. Rejected Supplies will be held for 45 days after delivery. The bidder must arrange for the return of said Supplies, including paying for handling, packing, and transportation costs. The Attorney General also has the authority to dispose of the Supplies without further liability to the Attorney General in the event the Contractor fails to make arrangements within the specified time.
6. **LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Attorney General, Vendor may meet the license requirement through a subcontractor.
7. **MAINTENANCE ASSURANCE:**
 - The Attorney General reserves the right to maintain any equipment purchased under this Contract using Attorney General's personnel or third-party maintainers. In such case, Vendor shall provide the Attorney General or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Attorney General 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 Attorney General shall be without penalty or sanction by Vendor.

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- If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Attorney General, at no cost, adequate documentation and access to specialized or proprietary tools to allow the Attorney General or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another vendor and at a price acceptable to the Attorney General.
8. **PAYMENT CONTINGENT UPON APPROPRIATION.** Vendor is given actual knowledge of the fact that payments pursuant to this contract are subject to the appropriation of adequate funds by the General Assembly to the Attorney General for the purposes of this contract. Obligations of the Attorney General will cease immediately without penalty or further payment being required if, at any time, sufficient funds for this contract have not been appropriated or are otherwise unavailable.
9. **LATE PAYMENT CHARGE.** Any late payment charges are subject to and may be paid only in accordance with the provisions of the State Prompt Payment Act (30 ILCS 540/0.01 et seq.).
10. **CONFLICT OF INTEREST.** Vendor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this contract. Further, Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 525/50-1 through 50-75) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§ 1300.5013 through 1300.5035). All the terms, conditions, and provisions of those sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein. Vendor further represents that the disclosures required by section 50-35 of the Illinois Procurement Code (30 ILCS 525/50-35), if applicable, have been made and are true and correct.
11. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** Vendor agrees not to commit "unlawful discrimination" in employment as that term is defined in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
12. **BRIBERY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract with the Attorney General or with the State of Illinois under section 50-5 of the Illinois Procurement Code (30 ILCS 525/50-5). Section 50-5 of the Procurement Code prohibits contracting with a person or business that has been convicted under the laws of Illinois or of any other State of bribing or attempting to bribe a State officer or employee or that has made an admission of guilt to that conduct but has not been prosecuted.
13. **FELONY CONVICTION CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract or subcontract with the Attorney General or with the State of Illinois under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 of the Procurement Code prohibits a person or business entity convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
14. **SARBANES-OXLEY ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract with the Attorney General or with the State of Illinois under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5). Section 50-10.5 of the Procurement Code prohibits a business from bidding on or entering into a contract with the State if the business or any officer, director, partner, or other

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managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. § 7201 et seq.) or of a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Vendor acknowledges that the Office of the Attorney General shall declare this contract void if this certification is false.

15. **DEBT DELINQUENCY CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is prohibited from entering into a contract with the Attorney General or the State of Illinois by section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 of the Procurement Code bars any person who is delinquent in the payment of debt to the State from contracting with a State agency, unless that person or its affiliate has entered into a deferred payment plan to pay off the debt. Vendor acknowledges that the Office of the Attorney General may declare this contract void if this certification is false.
16. **USE TAX CERTIFICATION.** Vendor certifies that neither it nor any of its affiliates is prohibited from entering into a contract with the Attorney General or the State of Illinois by Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 of the Procurement Code bars a person from entering into a contract with a State agency if the person or any of its affiliates has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.). Vendor acknowledges that the Office of the Attorney General may declare this contract void if this certification is false.
17. **ENVIRONMENTAL PROTECTION ACT CERTIFICATION.** Vendor certifies that it is not barred from being awarded a contract with the Attorney General or the State of Illinois under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 of the Procurement Code bars the State from awarding a contract to any person or business found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act. A State agency is barred from awarding a contract to a person or business found to have been in violation for a period of five (5) years from the date of the order containing the finding of violation, unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable alternative available to the State. Vendor acknowledges that the Office of the Attorney General may declare this contract void if this certification is false.
18. **REVOLVING DOOR PROHIBITION CERTIFICATION.** Vendor certifies that it is not barred from engaging in any procurement activity with the Attorney General under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 of the Procurement Code prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to the agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal or contract documents on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. (30 ILCS 500/50-30.)
19. **FORCED LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by

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forced labor, convict labor or indentured labor. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.

20. **CHILD LABOR CERTIFICATION.** Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (Public Act 94-264, effective July 19, 2005), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.
21. **EDUCATIONAL LOAN CERTIFICATION.** Vendor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1 et seq.).
22. **BID-RIGGING AND BID ROTATING CERTIFICATION.** Vendor certifies that it is not barred from bidding on contracts with the State of Illinois as a result of a conviction of bid-rigging under section 33E-3 or of bid rotating under section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).
23. **DUES TO CLUBS WHICH DISCRIMINATE CERTIFICATION.** Vendor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. (775 ILCS 25/0.01 et seq.)
24. **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION.** Vendor certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979 (50 App. U.S.C. § 2401 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.
25. **ADA CERTIFICATION.** The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (ADA) and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this contract, Vendor certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.
26. **DRUG FREE WORKPLACE COMPLIANCE CERTIFICATION.** To the extent that this contract is subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.), Vendor certifies and agrees that it will provide a drug free workplace by:
 - a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacturer, distribution, dispensing, profession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.

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- (3) Notifying the employee that, as a condition of employment, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify Vendor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Vendor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of any work under this contract and to post the statement in a prominent place in the workplace.
- d) Notifying the Attorney General within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse, assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act (30 ILCS 580/5).
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- h) Vendor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

TIN Number

- | | |
|---|--|
| ☐ Individual | ☐ Real Estate Agent |
| ☐ Sole Proprietorship | ☐ Government Entity |
| ☐ Partnership | ☐ Tax Exempt Organization |
| ☐ Corporation | ☐ (IRC 501(a) Only) |
| ☐ Not-for-Profit Corporation | ☐ Trust or Estate |
| ☐ Medical and Health Care
Services Provider Corporation | |

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28. **RETENTION OF RECORDS AND RIGHT TO AUDIT.** Vendor shall maintain and preserve, for a minimum of three (3) years after the final payment on or the completion of the contract, whichever is later, and for the duration of any audit then in progress, adequate books, records, supporting documents and other evidence to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, supporting documents and other evidence related to the contract shall be available for review and audit by the Auditor General; and Vendor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, supporting documents and other evidence required by this Section shall establish a presumption in favor of the Attorney General or the State of Illinois for the recovery of any funds paid by the Attorney General of the State of Illinois under the contract for which adequate books, records, supporting documentation and other evidence are not available to support their purported disbursement.
29. **VENDOR STATUS.** Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Vendor shall be deemed at all times to be an independent contractor.
30. **SUBCONTRACTOR.** Vendor will not utilize the services of a subcontractor to fulfill obligations under this contract.
31. **TERMINATION.** The Attorney General may terminate this Contract for any of the following reasons effective immediately without advance notice:
- In the event the Vendor is required to be certified or licensed as a condition precedent to providing Supplies, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - The Attorney General determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;
 - The Vendor fails to comply with confidentiality laws or provisions;
 - The Vendor furnished any statement, representation or certification in connection with this Contract or the IFB which is materially false, deceptive, incorrect or incomplete.
 - The Vendor fails to perform, to the Attorney General's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;
 - The Attorney General determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
 - The Vendor fails to make substantial and timely progress toward performance of the Contract;
 - The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Attorney General reasonably believes that the Vendor

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has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- The Vendor has engaged in conduct that has or may expose the Attorney General to liability, as determined in the Attorney General's sole discretion; or
- The Vendor has infringed any patent, trademark, copyright, or any other intellectual property right.
- If there is a default event caused by the Vendor, the Attorney General shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Attorney General's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Attorney General may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

32. **AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
33. **COMPTROLLER FILING NOTICE.** Vendor expressly understands that whenever applicable, a copy of this contract and any amendments, cancellation or renewals shall be filed by the Attorney General with the State Comptroller as required by law (30 ILCS 500/20-80).
34. **MODIFICATION OF CONTRACT.** Any changes to the contract shall and must be incorporated in a written amendment to the contract. Such amendment must be signed by all parties to the contract before it may be considered effective.
35. **APPLICABLE LAWS.** The contract and Vendor's obligations under the contract are hereby made subject to and must be performed in compliance with all Federal and State law. The contract shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Attorney General and Vendor have caused the contract to be executed.

ATTORNEY GENERAL: (Authorized Signature)

BY: _____

TITLE:

DATE: _____

VENDOR: (Authorized Signature)

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ADDRESS: _____

BY: _____
(Type Name of Signatory)

TITLE: _____

DATE: _____