

SPRINGFIELD OFFICE:
ILES PARK PLAZA
740 EAST ASH • 62703-3154
PHONE: 217/782-6046
FAX: 217/785-8222 • TTY: 888/261-2887
FRAUD HOTLINE: 1-855-217-1895



CHICAGO OFFICE:
MICHAEL A. BILANDIC BLDG. • SUITE S-900
160 NORTH LASALLE • 60601-3103
PHONE: 312/814-4000
FAX: 312/814-4006
FRAUD HOTLINE: 1-855-217-1895

OFFICE OF THE AUDITOR GENERAL
FRANK J. MAUTINO

(0522)

**Auditor General's Office
PROCUREMENT OPPORTUNITY**

TO: Prospective Vendors
FROM: Teresa Davis, Project Contact
DATE: May 25, 2022
SUBJECT: Invitation for Bids - Janitorial Services--IFB No. 22-A01

The Office of the Auditor General (OAG) is requesting bids from responsible vendors for after hours janitorial services for our office located at 740 E. Ash St., Springfield, Illinois, consisting of approximately 36,631 square feet. The vendor shall provide the necessary labor, supervision, materials, equipment and supplies to perform janitorial services to properly maintain the premises. The initial contract term is July 1, 2022, through June 30, 2024, with additional one-year renewals at the OAG's discretion. In no event will the total term of the contract, including the initial terms, any renewal terms, and any extensions exceed ten years.

The complete solicitation is available on our website at <https://www.auditor.illinois.gov/Procurement-Bulletin/RFPs/Opps-Intent.asp>. Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price offer which will constitute the Bid. Bids that do not adhere in all material respects to Form and Content of Bid requirements may not be considered.

Any Vendor intending to submit a bid in response to this IFB is requested to participate in the Vendor Conference/Site Visit to be held on June 10, 2022, at 10:00 a.m. at the OAG's Office at 740 E. Ash St., Springfield, IL. A Zoom option is available upon request.

If you have any questions about this Invitation for Bids, please contact me by phone at 217/782-9305 or by email at TLDavis@auditor.illinois.gov. Contact with any other State officers or employees regarding this procurement may be grounds for elimination from the selection process.

If you are interested and able to meet the requirements set forth in this solicitation, we would appreciate and welcome an offer.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity. The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

INSTRUCTIONS FOR SUBMITTING OFFERS

1.1 PROJECT TITLE / REFERENCE #: This Request for Bids may be referred to as: Janitorial Services, IFB No. 22-A01

1.2 SUMMARY DESCRIPTION OF SUPPLIES AND SERVICES:
After hours janitorial services at 740 E. Ash St., Springfield IL 62703

1.3 OFFER DUE DATE, TIME AND SUBMISSION LOCATION:

Due Date: June 23, 2022

Time: 2:30 p.m.

DELIVER OFFERS VIA ELECTRONIC SUBMISSION

See instructions at: <https://www.auditor.illinois.gov/Procurement-Bulletin/RFP-Portal-Instructions.pdf>

DELIVER OFFERS VIA MAIL TO:

LABEL OUTSIDE OF ENVELOPE/CONTAINER:

Office of the Auditor General
Attn.: Teresa Davis
740 E. Ash St.
Springfield, IL 62703

“Sealed Bid - DO NOT OPEN”

Office of the Auditor General
Attn.: Teresa Davis
Project Title & Ref. #: Janitorial Services, IFB No. 22-A01
Due Date & Time: June 23, 2022, 2:30 p.m

We will open offers at the due date, time and delivery location. Prior to the due date, you may upload, mail or hand-deliver offers, modifications, and withdrawals. We must physically receive submissions as specified; it is not sufficient to show you uploaded, mailed or commenced delivery before the due date and time. We will not consider offers, modifications or withdrawals received after the due date and time. All times are State of Illinois local times.

1.4 Process for mailing or hand-delivery of submittal: NUMBER OF COPIES: Submit a signed original and 3 copies of your offer in a sealed container. Label the container with the Project Title/Reference # as instructed in Section 1.3 above.

Process for electronic submittal: The OAG will utilize its RFP portal for uploading electronic versions of bids for this IFB. Please visit <https://www.auditor.illinois.gov/Procurement-Bulletin/RFP-Portal-Instructions.pdf> for direction on how to submit proposals electronically.

1.5 OFFER Firm Time:

Your offer must remain firm for 60 days from opening.

1.6 SECURITY:

Bid Bond N/A
Performance Bond N/A

1.7 VENDOR CONFERENCE: ☒ Yes ☐ No

Mandatory Attendance: ☐ Yes ☒ No

Date and Time (CST): June 10, 2022 at 10:00 a.m.

Location: 740 E. Ash St., Springfield, IL 62703, Zoom meeting available upon request

1.8 PROJECT CONTACT:

Office of the Auditor General
Teresa Davis
740 E. Ash St.
Springfield, IL 62703
(217) 782-9305
(888) 261-2887 (TTY)

E-mail: tdavis@auditor.illinois.gov

If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. A record of all communications must be maintained. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Project Contact. Contact with OAG personnel other than the person listed above regarding this solicitation may be grounds for elimination from the selection process.

1.9 PROTEST REVIEW OFFICE:

Office of the Auditor General
Chief Procurement Officer
740 E. Ash St.
Springfield, IL 62703
(217) 782-6046
(888) 261-2887 (TTY)

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE in accordance with the requirements of the Auditor General's procurement rule (44 Ill. Adm. Code 500.1330). We must physically receive the protest by close of business no later than 14 calendar days after you knew or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Auditor General Procurement Bulletin, or earlier if you had earlier actual notice.

1.10 BIDDER QUESTIONS AND AGENCY RESPONSES: All questions, other than questions raised at the Vendor Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Project Contact no later than five days prior to the due date for bids. Questions received and OAG responses may be posted as an Addendum to the original solicitation on the Auditor General Procurement Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Auditor General Procurement Bulletin which is available on our website at www.auditor.illinois.gov.

1.11 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM GOAL. The OAG encourages certified small business enterprises to submit offers. For complete requirements and to certify your business with the Department of Central Management Services in the Small Business Set-Aside Program, visit <http://www.illinois.gov/cms/business/sell2/Pages/default.aspx>. If an SBE goal has been set for this solicitation, it is noted in the Description of Services.

1.12 BUSINESS ENTERPRISE PROGRAM (BEP) GOAL. The OAG encourages certified businesses owned and controlled by minorities (MBE), minority women (MWBE), women (WBE), or persons with disabilities (PBE) to submit offers. For complete requirements and to certify your business with the Department of Central Management Services in the Business Enterprise Program, visit <http://www.illinois.gov/cms/business/sell2/Pages/default.aspx>. If a BEP goal has been set for this solicitation, it is noted in the Description of Services.

1.13 VETERANS BUSINESS PROGRAM (VBP) GOAL. The OAG encourages businesses certified as Veteran-Owned Small Businesses (VOSB) or Service Disabled Veteran-Owned Small Businesses (SDVOSB) to submit offers. For complete requirements and to certify your business with the Department of Central Management Services in the Veteran Business Program, visit <http://www.illinois.gov/cms/business/sell2/Pages/default.aspx>. If a VBP goal has been set for this solicitation, it is noted in the Description of Services.

1.14 STATUTORY CITATIONS. You will find a number of statutory references in the solicitation that are designated "ILCS." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Auditor General's Procurement Rules (44 Ill. Adm. Code 500) are also applicable to this procurement and may be viewed at www.ilga.gov/commission/jcar/admincode/titles/html.

1.15 PROCUREMENT BULLETIN. We publish procurement information (including notices of procurement opportunities, notices of award, and updates) in the Auditor General Procurement Bulletin. Vendors may view this information at the Auditor General's web site (www.auditor.illinois.gov). Procurement information may not be available in any other form or location. You are responsible for monitoring the Auditor General Procurement Bulletin; we cannot be held responsible if you fail to read notices posted on the Auditor General Procurement Bulletin or to receive e-mail notices.

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

1.17 PUBLIC INFORMATION. Offers become the property of the State and will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. We will not honor requests to keep entire Offers confidential. You must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, we will disclose the name of every Offeror, the substance of the Offer, and the price. If you request confidential treatment, you must submit an additional copy of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, you must supply a listing of the provisions for which you seek confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and enclose it with the Offer. You must hold harmless and indemnify the State for all costs or damages associated with the State defending your request for confidential treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.18 RESERVATIONS. You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; to reject any or all offers in whole or in part; 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; to cancel this request for supplies and/or services at any time; to issue a new solicitation and accept new offers; and to waive minor defects. We may request a clarification, inspect your

premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best and Final Offers when appropriate. We will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions solely in the best interest of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information or cooperate, we may reject your Offer as non-responsive. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract. **THIS SOLICITATION IS SUBJECT TO ERRORS, OMISSIONS, MODIFICATIONS, WITHDRAWAL OR CANCELLATION WITHOUT NOTICE.**

1.19 NON-DISCRIMINATION POLICY. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity. If you need any special accommodation under the Americans with Disabilities Act (ADA), you must promptly notify the PROJECT CONTACT.

1.20 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 prior to the opening date. Please visit https://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx for forms and details.

1.21 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Department of Revenue for information about tax credits. (30 ILCS 500/45-67 and 45-70; 35 ILCS 5/216, 5/217).

1.22 RELEASE OF CLAIMS. By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the OAG based on any misunderstanding concerning the information provided herein or concerning the OAG's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this solicitation.

1.23 GOVERNING LAW AND FORUM. Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration.

1.24 COMPLETION OF SOLICITATION RESPONSE FORMS. You must respond to all sections of each form, including attachments, clearly show any "exceptions," and complete, sign and return each of the forms as indicated. The solicitation forms show what we require in terms of specifications, contract terms and other requirements. It consists of the Vendor Transmittal letter and the attachments described below.

- a) Vendor's Transmittal Letter to OAG. The Vendor's Transmittal Letter to OAG identifies the Vendor's responsible party and, together with attachments, constitutes the Vendor's binding offer. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the solicitation as modified by any exceptions properly noted. The State may accept your offer as submitted or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. You will need to complete the Vendor signature area. You must have an authorized person sign the form and complete the remaining blanks.

- b) Plan to Address the Services Required from the Vendor (incorporating OAG-provided Description of Services). In this attachment we tell what we want you to provide. We identify our needs, goals, any general project information and the specifications. Your offer must tell us how you will meet the stated requirements.
- c) State Forms Required of the Vendor: Qualification Form; Business and Directory Information; Evidence of Legal Entity/Good Standing; References; DHR Public Contract Number; Disclosures and Conflict of Interest form; Taxpayer Identification Number; Information Regarding Terminations, Litigation and Debarment; Standard Certifications; Prevailing Wage Certification; and Certificate of Insurance.
- d) Standard Contract Provisions: This attachment contains terms and conditions of general applicability to this solicitation and any resulting contract.
- e) Vendor Provided Additional Material and Exceptions. This is where you provide any additional material that you want us to consider in the evaluation process and any exceptions to the terms and conditions of the solicitation. If you are taking any exceptions, this is where you must provide the detail of the exceptions.
- f) Price Offer. In this attachment we provide the format for how we want you to price the supplies or services. Do not show price information in other sections of the offer. **Place this attachment in a separate sealed envelope but submit it with the remainder of the offer in the offer container.**

1.25 AWARD. The OAG is not obligated to award a contract pursuant to this solicitation. If the OAG issues an award, the award will be made to the Responsive and Responsible Bidder who submits the lowest price, unless the Procurement Officer determines that it is in the State's best interest to award to a bidder other than the lowest responsible and responsive bidder. The OAG will post a notice to the Auditor General Procurement Bulletin identifying the apparent low cost Bidder. The OAG may accept or reject a Bidder's Bid as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, the OAG may reject the Bidder's Bid and begin negotiations with another bidder. Awards are not final until all protests are resolved. We evaluate three categories of information: vendor responsibility, responsiveness and price. If we find a failure or deficiency, we may reject the Offer or require the Vendor to correct any deficiencies as a condition of further evaluation.

- a) Vendor Responsibility. A responsible bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. We will determine whether the VENDOR submitting the offer is one with whom we can or should do business (a "responsible" Vendor).
 - 1) A "responsible" vendor must exist as a legal entity and must be authorized to transact business or conduct affairs in Illinois at the time a bid, proposal or offer is submitted for a State contract. If your firm is a corporation, LP/LLP or LLC, it must be registered and in good standing with the Illinois Secretary of State at the time a proposal is submitted and, if awarded a contract, must maintain registration and be in good standing throughout the contract term.
 - 2) The Auditor General's procurement rules provide that a "prohibited bidder" includes a person assisting (except as part of a public request for information process) a State employee who, by the nature of his or her duties has the authority to participate personally and substantially in the

decision to award a contract, by reviewing, drafting, directing or preparing solicitation or similar documents for the State. 44 Ill. Adm. Code 500.600 (i). Vendor is required to certify its compliance with this prohibition through the Certifications section of the Contract.

3) Other factors that we may evaluate to determine responsibility include, but are not limited to: certifications, conflicts of interest, financial disclosures, taxpayer identification number, Public Contracts Number from the Department of Human Rights, any professional license or certification required for the type of service to be performed, past performance, financial stability, insurability and insurance coverage, payment of prevailing wages as required by law, references (including those found outside the offer), compliance with applicable laws, the perceived ability to perform completely as specified, and other relevant factors. Vendors owing an unsatisfied delinquent debt to the State as shown in the Comptroller's Offset System may be found to be non-responsible. (This step does not relieve any vendor from satisfying any debt owed to the State.) Vendors that have been debarred, suspended or sanctioned by any State or federal entity may be determined not responsible. The State may terminate a contract, consistent with the termination for cause provisions of the contract, if the Vendor lacks the financial resources to ensure performance of the contract. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

b) Vendor Responsiveness. A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bids, and includes all required forms. We will determine how well offers meet our requirements in terms of “responsiveness” to the specifications. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement.

When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

c) Price. We will identify the lowest priced bidder that meets responsibility and responsiveness requirements. We will rank bids in order of price when appropriate.

END OF INSTRUCTIONS

BID RESPONSE FORMS

VENDOR'S TRANSMITTAL LETTER TO OAG

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.

(Vendor Letterhead)

Office of the Auditor General
Attn.: Teresa Davis
740 E. Ash St.
Springfield, IL 62703

Re: Bid for Janitorial Services, IFB No. 22-A01

Dear Ms. Davis:

Please consider this letter with the following attachments to be our offer to perform in full compliance with IFB No. 22-A01:

Responsibility Forms:

- Qualification Form
- Business and Directory Information
- Evidence of legal entity/authorization/certificate of good standing
- References
- DHR Public Contract Number
- Disclosures and Conflict of Interest Form
- Taxpayer Identification Number
- Information Regarding Terminations, Litigation and Debarment
- Standard Certifications
- Prevailing Wage Certification
- Certificate of Insurance

Responsiveness Forms:

- Plan to Address the Services Required from the Vendor (incorporating OAG-provided Description of Services)
- Standard Contract Provisions
- Vendor Provided Additional Material or Exceptions
- Price Offer

The contact person for purposes of responding to any inquiries you may have is: *(Give name, title, address, phone, fax and e-mail)*. If selected, we understand any award is subject to successful negotiation of terms and conditions including, but not limited to, price and exceptions taken.

Sincerely,

(signature, typed name and title of party authorized to make this commitment)

QUALIFICATION FORM

The undersigned authorized representative of Vendor submits the following and attached information to the OAG 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.

VENDOR (Official Name and D/B/A)

Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

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 organization
(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 IFB.
(o)	Your firm must be a legal entity and must be authorized to transact business or conduct affairs in Illinois at the time a bid, proposal or offer is submitted. If your firm is a corporation, LP/LLP or LLC, it must be registered with the Illinois Secretary of State and be in good standing. Attach a copy of your authorization to transact or conduct business in Illinois and a certificate of good standing if you are registered with the Secretary of State. If a contract is awarded, your firm must maintain registration and be in good standing throughout the contract term.

EVIDENCE OF LEGAL ENTITY/GOOD STANDING

A Vendor, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in the State of Illinois prior to submitting an offer for a State contract. Evidence of being authorized to transact business or conduct affairs includes the Secretary of State's Certificate of Good Standing.

If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering will result in your bid being deemed non-responsible.

For information on registering to transact business or conduct affairs in Illinois, please contact your home county clerk or visit the Illinois Secretary of State's Department of Business Services at their website at https://www.ilsos.gov/departments/business_services/home.html.

SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE

File Number 776-383-1

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011

Jesse White


NOTED: 6/7/2011 11:00 AM
APPROVED BY: 11/11/2011 11:00 AM
OFFICE OF THE SECRETARY OF STATE

REFERENCES

Provide a minimum of two references from established firms or government agencies (four preferred) that have received janitorial services from the Vendor and can attest to your experience and ability to perform the contract that is the subject of this solicitation.

(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:	

DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Auditor General Volume of the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA): _____.

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

DHR Public Contracts Number _____ or, if number has not yet been issued, date completed application for the number was submitted to DHR _____.

Date of expiration _____.

NOTICE

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

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. If your DHR number is 90000-00-0 or higher, your number was issued on or after July 1, 1998, and is valid for five years from the date of eligibility.

If your organization holds an expired number, you must re-register with DHR.

You can obtain an application form (DHR PC-1) by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TTY 866-740-3953].
2. **Internet:** Online Registration:
<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 555 West Monroe Street, 7th Floor, Chicago, IL 60601.

05/22

DISCLOSURES AND CONFLICT OF INTEREST

10/21

Instructions: Contractors, and as described below their parent entities, must complete and submit this form as a condition to receiving an award or a contract. As appropriate, the term "Vendor" used herein shall refer to a contractor, a subcontractor, or a parent entity of either. Contractors must include this form in any subcontract with an annual value of more than \$50,000 entered into in relation to this contract.

- These disclosures are a material term of the contract to which they relate. Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable if we determine that action is in the best interest of the State of Illinois. Failure to fully disclose may also be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.
- The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the contracting process and throughout the term of any resulting contract or subcontract. For multi-year contracts, Vendors must submit these disclosures on an annual basis by January 1 of each year.
- If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of:

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor (*Vendors with contracts of more than \$50,000 must complete this section.*)

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

a. Check the applicable box and submit the identified information as appropriate to Vendor's operation.

☐ Vendor is a publicly traded corporation subject to SEC reporting requirements

Vendor shall submit their 10-K disclosure (include proxy if referenced in 10-K) in satisfaction of the disclosure requirements. The SEC 20-F or 40-F, 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 10-K.

Check here if submitting a 10-K ☐, 20-F ☐, or 40-F ☐.

☐ Vendor is a privately held entity that is exempt from SEC reporting requirements and has more than 100 shareholders, partners or members

Vendor 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%.

☐ Vendor is an individual, sole proprietorship, partnership or any other entity not covered above

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.

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

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

Name: _____

Address: _____

- b. In relation to any individuals identified in any of the documents submitted pursuant to subsection (a), indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable here ☐.

- 1) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- 2) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- 3) 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 ☐
- 4) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- 5) 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 ☐
- 6) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- 7) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- 8) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- 9) 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 ☐
- 10) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Representative Lobbyist/Other Agent (*Vendors with contracts of more than \$50,000 must complete this section.*)

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

If yes:

- a) Identify each agent/lobbyist:

Name: _____

Address: _____

Name: _____

Address: _____

- b) Detail all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the agent/lobbyist related to the contract (i.e., purpose of payment, date of payment, amount):

- c) You must file this information, along with supporting documents, with the Auditor General (for publication in the Auditor General Bulletin) and with the Secretary of State.

By signing this form, each Vendor certifies it has not and will not bill or otherwise cause the State of Illinois to pay for any lobbyist's or agent's costs, fees, compensation reimbursements, or other remuneration.

Section 3: Debarment/Legal Proceeding Disclosure (*Vendors with contracts of more than \$50,000 must complete this section.*)

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

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

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

Section 4: Current and Pending Contracts or Subcontracts (*All Vendors must complete this section.*)

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

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

Additional disclosures only for bids, offers or contracts for an audit of a Regional Office of Education or Intermediate Service Center:

- Does your firm provide audit or consulting services to any units of local government, including counties and school districts, within the area served by the Regional Office of Education (ROE) that is the subject of this bid, proposal or contract or have any type of financial dealings with that ROE? Yes ☐ No ☐

- If you answered “yes” to Question 1, provide specific details, including: the unit of government; the type of services provided; the value of the services; whether such services are on-going or completed; and any other pertinent details.

Section 5: Section 50-13 Conflicts of Interest *(All Vendors must complete this section.)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor [\$177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflict Of Interest

☐ Potential Conflict of Interest (If checked, name each conflicted individual and the nature of the conflict.)

Section 6: Disclosure of Business Operations with Iran *(All Vendors must complete this section.)*

Each bid, offer, or proposal submitted for a State contract must disclosure whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

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

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

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

☐ The following business operations are disclosed to comply with the above cited law:

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____
(Contractor/Subcontractor/Parent Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative and Date:

Taxpayer Identification Number

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**

I am a U.S. citizen or other U.S. person.

Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. If completing this certification for a limited liability company (LLC) that is a disregarded entity, enter the name of the single member (owner) followed by the name of the LLC and a TIN (SSN or EIN) that is assigned to the owner, not the LLC. Check the legal status that corresponds to the owner. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

____ Individual

____ Government

____ Sole Proprietor

____ Nonresident Alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (Non-Corp.)

____ Corporation providing or billing
medical and/or health care services

____ Pharmacy/FuneralHome/Cemetery
(Corp.)

____ Corporation NOT providing or billing
medical and/or health care services

____ Limited Liability Company (select
applicable tax classification)

____ Other: _____

___ C = corporation

___ P = partnership

Signature: _____

Date: _____

Information Regarding Terminations, Litigation and Debarment

The OAG 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 IFB 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 or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, 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 OAG.

Similar disclosures must be made for any subcontractor proposed by Vendor to provide services pursuant to this solicitation.

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor shall confirm compliance with the Standard Certifications by January 1 of each year that this contract remains in effect. Vendors shall include these Standard Certifications in any subcontract entered into in relation to this contract. As appropriate, the term “Vendor” used herein shall refer to a subcontractor.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133 (30 ILCS 105/15a).
5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1-15.80, 20-43) and, as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to transact business or conduct affairs in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was an incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record. (30 ILCS 500/50-5)

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed from the completion of the sentence for that felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. (30 ILCS 500/50-10)
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5)
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition against assisting (except as part of a public request for information process) an employee who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a contract by reviewing, drafting, directing or preparing solicitation or similar documents for the State. (30 ILCS 500/50-10.5(e)).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. If Vendor employs 25 or more employees and this contract is worth \$5,000 or more, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Vendor is an individual and this

contract is worth \$5,000 or more, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and that no foreign-made equipment, materials, or supplies furnished to the State have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5 stating that owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency, or subcontracting with the State of Illinois or any State agency until the violation is mitigated.
27. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (30 ILCS 587).
28. Vendor certifies that all services shall be performed in the United States unless otherwise specified in this contract. If the Vendor creates or manufactures the supplies or performs any work in another country in violation of the contract, such action may be deemed a breach (30 ILCS 500/25-65).
29. Upon request, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (30 ILCS 500/45-67, 500/45-70).

VENDOR (Company name and DBA)

Authorized Representative _____

Printed Name_____

Title_____Date_____

Address_____

10/21

PREVAILING WAGE CERTIFICATION

Contractors and subcontractors are required to ensure their workers are paid wages and benefits and are working under conditions prevalent in the location where the work is to be performed. 44 Ill. Adm. Code 500.900. Vendors wishing to bid on State of Illinois contracts subject to this provision must certify that their employees receive the prevailing wage rate (hourly cash wages plus amount for fringe benefits) and work under conditions prevalent in the locality in which the work is performed. Any company not providing this certification will be considered a non-responsible bidder and their bid will not be considered. The services to be provided pursuant to this solicitation will be performed in Sangamon County.

The Department of Labor publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. Vendor is responsible for contacting DOL to ensure understanding of prevailing wage requirements.

The undersigned firm certifies that:

- (i) wages paid to its employees are no less, and fringe benefits and working conditions of such employees are not less favorable, than those prevailing in the locality where the contract is to be performed;
- (ii) if the firm uses a subcontractor to provide any services related to any contract resulting from this solicitation, the firm will ensure that the subcontractor pays its employees wages that are no less, and provides fringe benefits and working conditions to such employees that are not less favorable, than those prevailing in the locality where the contract is to be performed; and
- (iii) the firm understands its obligation to check the Department of Labor's website periodically for revisions to prevailing wage rates and to implement such revisions throughout the term of any contract resulting from this solicitation.

VENDOR (Company name and DBA)

Authorized Representative _____
Printed Name _____
Title _____ Date _____
Address _____

CERTIFICATE OF INSURANCE

Vendor should attach current certificates of coverage for all required insurances (e.g., liability, workers' compensation; and employers' liability) and/or describe its process for obtaining such insurances necessary to protect the State from any liability, costs or expenses related to acts or omissions by Vendor, its employees, agents or contractors. For each category of coverage, your bid should specify the amounts of each such coverage that would be available for these services. Vendor should also describe the policies and limits for bonding individual employees who would be assigned to provide the required services.

PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR

You must provide details on how you plan to fulfill the services required, as stated in the following "**Description of Required Services.**"

- **Staffing and Supervision:**

- 1) Provide name and title/function of staff to be assigned to the bi-weekly, weekly, and monthly activities and their anticipated work schedule. Bidder must identify whether these activities will be fulfilled by employees or by subcontractors. If by subcontractors, Bidder must identify each subcontractor by name, address and anticipated amount of money each will receive;
- 2) Identify persons to be assigned to quarterly and annual activities and their anticipated work schedule. Bidder must identify whether these activities will be fulfilled by employees or by subcontractors. If by subcontractors, Bidder must identify each subcontractor by name, address and anticipated amount of money each will receive;
- 3) Describe Bidder's plan for supervising the cleaning activities, such as on-site reviews and building checks, and identification of the individual responsible for handling customer complaints; and
- 4) Describe Bidder's plan for obtaining background checks, including criminal history, on all persons who would directly supervise or physically perform any of the contract requirements.

- **Consumables:**

- 1) Provide estimates of consumable supply usage, including trash can and receptacle liners, hand soap, hand towels (paper), and toilet paper; and
- 2) Identify the brand or brand(s) and quality of hand towels and toilet paper anticipated to be used. Vendor is responsible for maintaining adequate supplies of consumables on-site at all times.

- **Insurances/Bonding:**

Vendor should attach current certificates of coverage for all required insurances (e.g., liability, workers' compensation; and employers' liability) and/or describe its process for obtaining such insurances necessary to protect the State from any liability, costs or expenses related to acts or omissions by Vendor, its employees, agents or contractors. For each category of coverage, your bid should specify the amounts of each such coverage that would be available for these services. Vendor should also describe the policies and limits for bonding individual employees who would be assigned to provide the required services. (See Certificate of Insurance in Responsibility forms.)

- **Prevailing Wages:**

Vendor's bid must contain a statement certifying that wages to be paid to its employees are no less, and fringe benefits and working conditions of employees are not less favorable, than those prevailing in the locality where the contract is to be performed. Your certification should indicate your understanding of such prevailing wage and working condition requirements as determined by the Illinois Department of Labor. (See Prevailing Wage Certification in Responsibility forms.)

If there are any required services that your bid does not include, those should be clearly identified and explained.

DESCRIPTION OF REQUIRED SERVICES

1. Services Required

The Vendor will provide janitorial services at the Auditor General's Springfield Office (Office) located at 740 E. Ash Street, Springfield, Illinois, 62703. The building consists of one floor comprising approximately 36,631 square feet. Normal Office operating hours are 8:00 a.m. through 5:00 p.m. Janitorial services are to be performed outside of normal operating hours and fully completed in a timely manner so that the building is ready for occupancy during normal operating hours.

Required janitorial services include the following bi-weekly (Tuesday and Thursday), weekly, monthly, quarterly, and annual services. The Vendor must provide at its own cost, risk and expense, all janitorial supplies (including brooms, mops, vacuums, and cleaning supplies), consumable products (including toilet paper, hand towels (paper), and hand soap) and equipment required to perform the services specified herein.

The Vendor will be required to perform all work in a complete and professional manner to the OAG's satisfaction. If the OAG notifies the Vendor of non-performance issues concerning the contract, failure by the Vendor to remedy the issues may result in the contract's termination.

A) Bi-weekly Services

Services will be provided every Tuesday and Thursday, after the close of official business hours (5:00 p.m.) and before 6:00 a.m. the following day.

- Thoroughly clean and sanitize all restrooms, including all stall walls and doors, floors, fixtures and toilets.
- Check and fill, as needed, all hand towel (paper), soap and hand sanitizer dispensers. Extra rolls of toilet paper are to be available in each stall.
- Toilet paper, hand towels (paper), sanitary disposal receptacle liners, hand soap and hand sanitizer will be furnished by vendor.
- Clean all mirrors in restrooms in a manner that does not leave them streaked.
- Damp mop all floors except carpeted areas. This includes all floor areas under desks and tables, as well as first impression areas.
- Empty all wastebaskets and receptacles throughout building. Plastic liners of the correct size are to be placed in all wastebaskets.
- Waste is to be cleared from the building and placed in dumpsters provided by the OAG.
- Clean and sanitize all drinking fountains.
- Clean all glass areas, inside and outside, at employee entrances.
- Vacuum all carpeted areas. Carpet spot treatment is to be provided as needed.
- Dust all horizontal surfaces that are free from papers and other materials, including desks, bookcases, and furniture.
- Clean sinks and countertops in breakroom, executive area and South Conference room.
- Wet wipe down all table tops and chairs in the breakroom.

B) Weekly Services

- Clean all window glass in library.
- Wipe down breakroom cabinets.

C) Monthly Services

- Dust all windowsills and horizontal blinds.
- Dust all baseboards.
- Wet wipe conference room tables and chairs (Auditor General's conference room, training room and south and east conference rooms).

D) Quarterly Services

- Strip and wax tile floors. This shall be accomplished by using accepted industry standard methods. This work shall be scheduled in advance and done on a Friday evening or Saturday morning so as to allow sufficient drying time over a weekend.
- Vacuum all cloth-covered chairs and couches.

E) Annual

- Shampoo carpeted floors in all areas. This shall be accomplished by using accepted industry standard methods. This work shall be scheduled in advance and done on a Friday evening or Saturday morning so as to allow sufficient drying time over a weekend.
- Wash all blinds.

2. Vendor Staffing

Vendor shall provide adequate personnel and equipment to permit the timely completion of all cleaning/janitorial operations. The Vendor shall provide trustworthy, reliable employees and make a good faith effort to retain employees on the same schedule in the same area for as long as possible.

- Vendor's bid must identify by name and title or function the persons who would be assigned to perform the services required under this IFB. Vendor may not change staff assigned to OAG premises without first notifying the OAG's Contract Manager. The OAG shall be kept informed, at all times, of the identity of any Vendor employee authorized to enter OAG premises.
- If subcontractors will be used by Vendor to complete any of the contract requirements, the subcontractors must be identified by name, address, services to be provided and anticipated amount of money each will receive. The OAG must be notified in writing if Vendor adds or changes any subcontractors during the term of the contract. For any subcontracts with an annual value of \$50,000 or more, subcontractor must complete, sign and submit Standard Certifications and Financial Disclosures and Conflicts of Interest forms to the OAG. Vendor will remain responsible, at all times, for the performance of the required services.
- Before being assigned responsibilities related to this solicitation, Vendor must obtain comprehensive background checks, including criminal history, on all persons, including subcontractors, who would directly supervise or physically perform any of the contract requirements. Vendor will discuss any negative information obtained from the background check with the OAG's Contract Manager before assigning that person to the performance of this work.
- Vendor is also responsible for ensuring that persons assigned to perform the required services are at all times bonded in sufficient amounts to cover any damages to the OAG, its employees or third parties resulting from the acts or omissions of Vendor's employees, agents or subcontractors.
- Any officer, employee, agent or subcontractor deemed unsuitable by the OAG must be replaced immediately.

3. Vendor Supervision

Vendor must demonstrate internal monitoring procedures and processes to ensure compliance with the required services by Vendor staff, agents and subcontractors. The OAG reserves the right to monitor and track Vendor's performance over the course of the contract. The information gathered may be used in administration of the contract (including payment) and may be used when evaluating the Vendor in future procurements. The Vendor shall cooperate with the OAG in this monitoring and tracking activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, participate in scheduled meetings and provide management reports as requested by the OAG.

The Vendor shall prohibit janitorial service providers from moving and/or reading papers on desks, opening desk drawers and cabinets, and using telephones and office equipment provided for official business. Vendor staff, agents and subcontractors shall be prohibited from entering certain areas of the building, as designated by the OAG, including secure storage areas and computer room. The Vendor shall prohibit children and non-employees from being on the premises during the time janitorial services are being performed.

4. Security

The Vendor will be held responsible for the security of the building and contents during the time cleaning personnel are on the premises. Vendor will ensure that the OAG's premises are secure at all times during cleaning and that lights are turned off, doors are locked and the security system is activated when Vendor leaves the premises. The Vendor shall be liable for all thefts incurred because of the cleaning personnel's negligence for failure to set the burglar alarm and for thefts by Vendor employees, agents or subcontractors of the Office's or Office's employees' equipment or belongings. All Vendor personnel must record their time of entry to and exit from the premises in the manner directed by the Contract Manager.

5. Vendor-provided Supplies and Equipment

Vendor shall furnish at its own cost, risk and expense, all janitorial supplies including, but not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, and any other compounds and equipment necessary to perform the specified services.

Vendor shall not use any materials or supplies which the Contract Manager determines would be unsuitable for the purpose, or are offensive or harmful to any part of the facility, its contents, equipment, employees or patrons. All supplied cleaning solutions/products must be environmentally-preferable products certified by one of the following standards: Green Seal, Environmental Choice Ecologo, or recognized by the U.S. Environmental Protection Agency Design for the Environment (DFE) Formulator Program. The State strongly recommends that the total number of cleaning supplies/chemicals be restricted to as few products as possible. A hot water extraction method will be used for cleaning carpets, provided this method will not void warranties. Vendor shall supply current Material Safety Data Sheets (MSDS) for all janitorial supplies unless the supplies are consumer products that are used in the workplace in such a way that the duration and frequency of use are the same as that of a consumer.

All necessary cleaning equipment, including power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, vacuum hose and tools, etc., needed for the performance of the work involved shall be furnished by Vendor. Such equipment shall be of the size and type customarily used for high quality work of this kind. Equipment deemed by the OAG to be of improper type or design, or inadequate for the purpose intended, shall be removed from the premises and replaced with satisfactory equipment.

6. Vendor-provided Consumables

The Vendor must provide at its own cost, risk and expense consumable products to be used by OAG employees and visitors. The OAG operates a first-class office building with capacity for approximately 100 employees and occasional visitor traffic.

Required consumables include toilet paper, hand towels (paper), hand soap, hand sanitizer, trash liners, and sanitary disposal receptacle liners. All consumables shall be of good quality and suitable for their intended purpose.

- Toilet paper shall be at least 2-ply.
- Hand towels shall be comparable to White Swan multi-fold paper towel 9" x 9.5" in absorbency, softness and eco-friendly.

7. OAG-provided Supplies and Equipment

Electrical power and hot and cold water will be made available to Vendor by the OAG. Space will be made available to Vendor for the storage of supplies and equipment needed for the performance of the work required under this procurement. All janitorial closets and areas must be properly cleaned and left in an orderly condition each night or the Vendor's privilege to use the areas may be revoked by the OAG.

8. Damage Reimbursements

The Vendor will be required to reimburse the OAG for costs incurred for repairs to any damaged furniture, equipment, and carpeting caused by improper cleaning methods. An invoice will be submitted to the Vendor for the amount incurred for repair of any furniture, equipment and carpeting that was damaged by Vendor. If not paid by Vendor, the amount will be deducted from Vendor's payments for services until the amount is paid in full.

Any contract resulting from this procurement may be canceled without notice in cases where damages to furniture, equipment or carpeting has occurred more than once due to improper cleaning methods by the Vendor.

9. Facility Condition Reports

Vendor will immediately report any fixtures, hazardous conditions and items in needs of repair, including leaky faucets, toilet stoppages, etc. to the Contract Manager.

10. Vendor Insurance

Vendor must maintain and provide certificate of coverage in amounts sufficient to cover any and all damages, costs, penalties, etc. related to or arising from the acts or omissions of Vendor, its employees, agents and subcontractors. In its bid, Vendor should list the types of insurance and insurance limits that would be obtained on the OAG's behalf as certificate holder.

11. Prevailing Wage

Vendor's bid must contain a statement certifying its compliance with prevailing wage requirements as set forth in the Illinois Administrative Code (44 Ill.Adm.Code 500.900). Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217/782-6206) and information may be viewed at their web site (www.state.il.us/agency/idol). You must check with IDOL before submitting your offer to determine applicable prevailing wages, benefits and working conditions.

As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. The prevailing wage category for this contract is Janitorial Services and the services will be performed in Sangamon County. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL’s website, which shall be deemed proper notification of any rate changes under this paragraph. Vendor is responsible for contacting DOL to ensure understanding of prevailing wage requirements.

12. Current Vendor

Any Vendor currently providing some or all of the services required under this IFB is not precluded from bidding on this procurement.

13. Procurement Timetable

May 25, 2022	Request for Bids Issued
June 10, 2022	Optional Vendor Conference/Site Visit at 10:00 a.m.
June 23, 2022 at 2:30 p.m.	Bids Due/Bid Opening
June 30, 2022	Anticipated Award Date

STANDARD CONTRACT PROVISIONS

The following terms and conditions will govern this contractual relationship and the **VENDOR is bound by them and is responsible for reading and understanding them.**

- 1. BILLING:** VENDOR shall submit invoices on the schedule and with the detail required by the OAG.
 - (a) Invoices shall be signed by VENDOR. Record-keeping shall be in accordance with generally accepted accounting practices. If total billings are less than the total consideration allowable under this contract, only the lesser cost shall be paid by the OAG. All billings must be submitted to the OAG at the cover page address directed to the attention of the Contract Manager. By submitting an invoice, VENDOR certifies that the equipment, supplies and/or services provided meet all requirements of the contract and the amount billed is as allowed in this contract.
 - (b) VENDOR shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, VENDOR may request the OAG's Illinois tax exemption number and federal tax exemption information.
 - (c) All invoices for supplies purchased or services performed and expenses (if billable) incurred through June 30 of any year must be submitted to the OAG no later than July 31 of that year; otherwise, VENDOR may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

- 2. PAYMENT:**
 - (a) The OAG shall not be liable to pay for any equipment and/or supplies provided and/or services rendered prior to the execution of this contract by the Parties, even if the effective date of the contract is prior to execution. VENDOR shall not commence billable work in furtherance of the contract prior to final execution of the contract.
 - (b) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the OAG that all requirements under this contract have been completed, which determination shall not be unreasonably withheld.
 - (c) Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill.Adm.Code 900) when applicable. This shall be VENDOR's sole remedy for late payments by the State. Payment terms contained on VENDOR's invoices shall have no force and effect.
 - (d) The OAG's total financial obligation under this contract shall not exceed the total consideration set forth in the contract and VENDOR agrees to fully complete the statement of work specified in the appropriate contract schedule and all obligations within that stated total consideration. If and when this contract is renegotiated to allow increased costs due to unforeseen contingencies not apparent at the time of execution, an amendment shall be agreed to only at the OAG's sole option.
 - (e) As a condition of receiving payment, VENDOR must (i) be in compliance with the contract; (ii) pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). VENDOR is responsible for contacting the Illinois Department of Labor (217/782-6206; <http://www.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing wage requirements; (iii) pay its suppliers and subcontractors according to the terms of their respective contracts; and (iv) provide lien waivers to the State upon request.
 - (f) If the OAG in good faith determines that the VENDOR has failed to perform or deliver any service or product as required by this contract, the VENDOR shall not be entitled to any compensation under this contract until such service or product is performed or delivered. In this event, the OAG may withhold that portion of the VENDOR's compensation which represents payment for service or product that was not performed or delivered.

- (g) The State may set off any sum owed to the VENDOR on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (15 ILCS 405). The VENDOR agrees that this provision constitutes proper and timely notice under the law of setoff.

3. **PROGRESS PAYMENTS FOR AUDIT SERVICES:** If this contract is for audit or attestation services, unless otherwise specified in writing now within this contract or hereafter incorporated by reference, VENDOR may submit progress billings in the manner set forth below as follows:

- (a) At any time after the work has begun, VENDOR may submit a bill for actual hours worked, at the agreed contract average hourly rate. If the total amount of such bill is for an amount equal to or in excess of 50% of the total amount due under this contract, VENDOR shall be entitled to receive an amount equal to 50% of the total amount due under this contract. If the total amount of such bill is for an amount less than 50% of the total amount due under this contract, the VENDOR shall be entitled to receive the amount billed.
- (b) Upon delivery of all written draft deliverables and completion of assigned fieldwork, analysis and contractor drafting tasks as specified in this contract in a form acceptable to the OAG, VENDOR may submit a further bill for actual hours worked at the agreed average contract hourly rate. If the total amount of such bill is for an amount in excess of 75% of the total amount due under this contract, VENDOR shall be entitled to receive an amount equal to 75% of the total amount due under this contract, less any amount paid pursuant to the first progress billing. If the total amount of such bill is for an amount less than 75% of the total amount due under this contract, VENDOR shall be entitled to receive the amount billed, less any amount paid pursuant to the first progress billing.
- (c) Upon delivery of the final report or equivalent to the OAG and acceptance thereof, VENDOR may submit a final bill for the balance due for actual hours worked at the agreed average contract hourly rate pursuant to the terms of this contract. If the total cost exceeds the agreed total maximum contract payment, then the amount in excess of the contract maximum shall be deducted from the total cost of the work done so as to arrive at the net amount due in accordance with the total maximum contract payment specified in Section 2, above.

Throughout this contract, when the term “audit” is used it includes attestation services and agreed-upon procedures if such services are the subject of the engagement.

4. **COMPLIANCE WITH THE LAW AND PROFESSIONAL STANDARDS:**

- (a) The VENDOR, its employees, agents and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract.
- (b) VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- (c) VENDOR warrants that VENDOR, its employees, agents and subcontractors who would perform services requiring a license have and maintain any required license. If this contract is for audit or attestation services, VENDOR, its employees, agents and any subcontractor engaged by it must meet all requirements necessary to comply with applicable professional standards, including peer review, continuing education and independence.

5. **AUDIT/RETENTION OF RECORDS:** VENDOR and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3 year period shall be extended for the duration of any audit in progress during the term. Book and records required to be maintained under this Section shall be available for review or audit by the

OAG, its representatives, and any other governmental entity with monitoring authority upon reasonable notice and during normal working hours. VENDOR and its subcontractors shall cooperate fully with any such audit or review. The VENDOR shall not impose a charge for audit or examination of the VENDOR's books and records. If any audit indicates overpayment to VENDOR, or subcontractor, the OAG shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts that may be due to the OAG. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the disbursement. The VENDOR shall take reasonable steps to ensure that any subcontractor is in compliance with the requirements of this section.

6. **RETENTION OF WORKING PAPERS:** If this contract is for audit or attestation services, VENDOR shall maintain all working papers and reports, at VENDOR's expense, for a minimum of five years from the report release date, unless the firm is notified in writing by the OAG of the need to extend the retention period. VENDOR agrees to make the working papers available, upon the OAG's request and without limitation and at no charge, to: the OAG; the agency reviewed; successor auditors; any federal cognizant agency; parties designated by the federal or state government or others as part of a quality review process; auditors of entities of which the audited agency is a sub-recipient of grant funds; auditors of entities of which the audited entity is a component unit; members of the legislature and the public in compliance with the Illinois State Auditing Act, the Illinois Freedom of Information Act and regulations adopted under those Acts.
7. **SCHEDULE OF WORK AND REPORTING REQUIREMENTS:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel. VENDOR shall immediately notify the OAG of any event that may have a material impact on VENDOR's ability to perform the contract.
8. **INDEPENDENT CONTRACTOR:** VENDOR shall, in the performance of this contract, be an independent contractor and not an agent or employee of, or joint venturer with, the State. All payments by the State shall be made on that basis.
9. **ASSIGNMENT AND SUBCONTRACTING:**
 - (a) This contract may not be assigned, transferred or subcontracted in whole or in part by the VENDOR without the prior written consent of the OAG. VENDOR shall describe within this contract the names and addresses of all authorized subcontractors utilized by VENDOR in the performance of this contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the contract.
 - (b) Any dispute between Vendor and any third party, including any subcontractor, shall be solely between such third party and Vendor, and the Agency shall be held harmless by Vendor. Vendor agrees to assume all risk of loss and to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Vendor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
10. **CONFIDENTIALITY:**
 - (a) Any documents or information obtained by VENDOR in connection with this contract shall not be provided to any third party unless disclosure is approved in writing by OAG. If, during the course of providing the services required by this Contract, VENDOR may access, use or disclose protected

health information (PHI), as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA), then VENDOR agrees to execute a Business Associate Agreement with the OAG and to abide by federal law and regulations pertaining to the privacy and security of PHI.

- (b) VENDOR is required to encrypt or redact any confidential information on all networks, servers, computers and other electronic media or storage devices. VENDOR may not transmit confidential information by any electronic means without encrypting the information or otherwise securing it in a manner that is accepted in the industry. Confidential information includes, but is not limited to, personal information as defined in the Personal Information Protection Act (815 ILCS 530/1 et seq.), and shall include any Social Security Number or Federal Employer Identification Number whether or not in conjunction with an individual's name.
- (c) The Vendor shall immediately report to the OAG any unauthorized disclosure of confidential information.
- (d) VENDOR agrees to assume without restriction any and all associated costs that arise from the State providing notification to any and all individuals affected or potentially affected by any event or incident considered an actual or potential breach of security and includes personally identifiable information from or associated with the VENDOR'S network, computer equipment or any technology device containing such personally identifiable information or any written material that VENDOR is managing on behalf of the State and is, was or should have been under the control of the VENDOR. Any personally identifiable information that is protected under any Illinois or federal law will trigger this obligation to the extent that the information is breached while in the control of the VENDOR during the performance of this contract or while still in VENDOR'S possession or control following the termination of this contract. VENDOR must immediately notify the State of such a breach and agrees not to initiate any independent notification of those actually or potentially affected until a determination is made by the State as to the most appropriate method, timeline and content of such notice. The State reserves the right to make the final determination as to the timing and substance of any such notification.
- (e) VENDOR'S obligations regarding confidentiality under this contract shall survive termination of this contract.

11. USE OF WORK PRODUCT

- (a) All work performed or supplies created by VENDOR under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. VENDOR hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or permanently waives any and all claims that VENDOR may have to such work including any so-called "moral rights" in connection with the work. VENDOR acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract. VENDOR shall exclusively own any intellectual property rights (i) owned by VENDOR prior to the commencement of services or (ii) developed or acquired by VENDOR independent of the services provided under this contract; however, if incorporated into any work product provided under this contract, VENDOR'S intellectual property rights will not extend to (i) any portion of the State's material incorporated into any work product or (ii) to any information specific to any products or the State's business operations. The State will retain ownership of all intellectual property rights (such as copyrights and trade secrets) in or to any information and/or materials that the State supplies to VENDOR, or that the State develops in connection with this agreement.
- (b) To the extent VENDOR is providing the State with software under this contract, or a service that incorporates or includes software requiring a license for its proper use, and in consideration for a

one time payment of any applicable license fee for such software, or any identified service fee that covers the use of the software, VENDOR hereby grants to the State and the State hereby accepts a non-transferable (except within State of Illinois government), nonexclusive, perpetual, irrevocable license to use the software. Continuous use of the license is subject only to the specific terms contained within any specific license terms attached to this contract.

- (c) Where the State is purchasing maintenance for software, previously purchased by the State from VENDOR, that is perpetual in nature, all rights granted in the original license agreement are unaffected by this contract.
- (d) Where the State purchases annual maintenance, following the initial term of the agreement for term licenses, all licenses granted in this contract shall continue in force during the annual maintenance period(s).
- (e) Upon completion or at the termination of this contract, all such documents and information shall, at the option of the OAG, be appropriately arranged, indexed and delivered to the OAG by VENDOR.
- (f) VENDOR's obligations regarding work product under this contract shall survive termination of this contract.

12. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the State during the term of this contract to perform any work under this contract. VENDOR shall give notice immediately to the Auditor General if VENDOR solicits or intends to solicit State employees to perform any work under this contract.

13. **BACKGROUND CHECK:** VENDOR is responsible for ensuring that all contractor and subcontractor staff who will (1) be assigned to an OAG audit team or (2) have access to confidential information obtained from an OAG engagement (which may include reviewing partners, support staff, IT personnel, etc.) undergo a fingerprint-based criminal history background check before being assigned to an OAG engagement or related administrative functions. Costs related to criminal history background checks on contractor/subcontractor staff will be paid by VENDOR and are not reimbursable by the OAG. For purposes of this paragraph, the term "staff" includes all employees, interns, consultants, agents, or any other individuals - whether temporary or permanent, paid or unpaid, full- or part-time - who, by virtue of their affiliation with the VENDOR or the VENDOR's subcontractor: (i) will have access to State facilities; (ii) are specifically assigned to an OAG engagement; or (iii) will have access to confidential information obtained from an OAG engagement(s). VENDOR will be responsible for conducting the criminal history background checks in accordance with applicable laws, rules and procedures. VENDOR will be responsible for reporting the results of the criminal history background checks to the OAG and agrees to immediately remove from the audit team or related administrative functions any staff member that is deemed, in the OAG's discretion, to not be suitable to work on the OAG engagement and to replace that individual with another qualified staff member.

14. **RENEWAL:** This contract shall not be automatically renewable but shall terminate on June 30 of the fiscal year in which it was effective, or on the termination date actually specified in the contract. This contract may be renewed for successive terms, subject to the OAG's discretion, with the mutual written consent of both parties and subject to performance review, the satisfactory negotiation of terms (including price) and the annual availability of an appropriation. In no event will the total term of the contract, including the initial term, and renewal terms and any extensions, exceed 10 years.

15. **AVAILABILITY OF APPROPRIATIONS:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if: (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are

insufficient for any reason; (2) the OAG's funding is reduced through reserves, or (3) the OAG determines, in its sole discretion, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease. VENDOR's obligation to perform shall cease upon receipt of the notice.

16. INDEMNIFICATION AND LIABILITY:

- (a) The VENDOR agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by VENDOR of any of its certifications, representations, warranties, covenants or agreements, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss, claimed to result in whole or in part from VENDOR's negligent performance, (c) any act, activity or omission of VENDOR or any of its employees, representatives, subcontractors or agents.
- (b) VENDOR, at its own expense, shall indemnify, defend and hold harmless the State, its officers, employees and agents against any claims based on any allegation that the use by the State of any software furnished by VENDOR, separately or as part of a service containing the software at issue, to the State under this contract infringes any third party patent, copyright or other proprietary right. If an action is brought against the State claiming that the authorized use of the software infringes such third party patent, copyright or other proprietary right, VENDOR will defend the State at VENDOR'S expense and pay the actual damages, attorney's fees, and costs finally awarded against the State in any proceedings arising from an infringement action. The State must promptly notify VENDOR in writing of any allegations of infringement made and permit the VENDOR, at VENDOR'S request and expense, to defend and conclude the action. If any claim arises or is reasonably likely to arise, VENDOR shall either procure, at VENDOR'S sole cost, the right for the State to continue to use the software or modify the software (without causing diminution in functionality) so that it does not infringe the third party's rights or if VENDOR is not able to accomplish either of the above, provide written notice to the State to that effect and refund to the State (within thirty days) all licensing fees and any prepaid maintenance fees paid by the State to the VENDOR and terminate the license for the software involved. This indemnity does not apply to the extent that infringement results from alterations or additions to the software made by the State that caused the infringement or use of the software in combination with any other software, where the infringement would not have occurred without the other software.
- (c) Any indemnification obligation of the parties shall survive termination of this contract.
- (d) VENDOR shall assume risk of loss until delivery to the OAG's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- (e) The OAG assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third party harmless for claims based on this contract or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1 et seq.). The OAG shall not be liable for any incidental, special, consequential or punitive damages.

17. WARRANTIES:

- (a) VENDOR warrants that the supplies and equipment furnished under this contract (i) will conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the VENDOR and agreed to by the State, including but not limited to all specifications attached as exhibits hereto, (ii) will be merchantable, of good quality and workmanship, free from defects for

a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use, (iii) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies, (iv) will be of good title and be free and clear of all liens and encumbrances, (v) will be new, unused, of most current manufacture and not discontinued, and (vi) will not infringe any patent, copyright or other intellectual property rights of any third party. VENDOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. VENDOR agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

- (b) VENDOR warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. VENDOR shall monitor the performance of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies. Vendor specifically acknowledges its responsibility to comply with provisions of the Illinois Human Rights Act (775 ILCS 5) and to prevent discrimination and sexual harassment by its employees, consultants, contractors and subcontractors against the State's employees and non-employees encountered in the workplace during the course of performing this contract. As required by Sections 2-105 (A) (4) and 2-109 (C) of the Act, VENDOR further agrees to have written sexual harassment policies applicable to its employees and to conduct sexual harassment prevention training on at least an annual basis.
- (c) If VENDOR is providing the State with software under this contract, VENDOR warrants that the software will perform in all material respects in accordance with specifications relied upon by the State in entering into this contract for the period of time necessary to accomplish the intended purpose of the State in purchasing the software from VENDOR. VENDOR will replace any software which fails to meet this warranty. If VENDOR is unable to deliver a replacement, the State may terminate the license for the non-conforming software by providing written notice to VENDOR and returning the software to VENDOR for a full refund of the license fees and any associated maintenance fees paid for the software. VENDOR will not be responsible for replacing software that does not function properly to the extent that State employees or agents caused the software not to function properly through no fault of the VENDOR.
- (d) The VENDOR warrants that no person has been employed or retained to solicit and secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

18. INSURANCE: VENDOR shall, at all times during the term and any renewals, maintain and provide, upon request, a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. VENDOR shall provide: (a) General Commercial Liability-occurrence form in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amounts required by law. Insurance shall not limit VENDOR'S obligation to indemnify, defend, or settle any claims.

19. TERMINATION OF CONTRACT:

- (a) Termination for Cause without Advance Notice: The OAG may terminate this contract, in whole or in part, for any of the following reasons effective immediately and without advance notice:

- (i) In the event the **VENDOR** is required to be certified or licensed as a condition precedent to providing services, 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;
 - (ii) The **OAG** determines that the actions, or failure to act, of **VENDOR**, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, property or safety;
 - (iii) The **VENDOR** fails to comply with federal, state and local laws, rules, ordinances, regulations and orders, including laws protecting confidential information;
 - (iv) The **VENDOR** furnished any statement, representation or certification in connection with this contract or the **RFP** that is materially false, deceptive, incorrect or incomplete or the contract was obtained by fraud, collusion, conspiracy or other unlawful means;
 - (v) The **VENDOR** is guilty of misrepresentation in connection with another contract for the sale of supplies or services to the State such that the **VENDOR** cannot reasonably be depended upon to fulfill obligations as a responsible **VENDOR** under other contracts with the State;
 - (vi) The **VENDOR** is adjudged bankrupt; enters into receivership or makes a general assignment for the benefit of creditors due to insolvency;
 - (vii) The contract conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; or
 - (viii) The **VENDOR** has notified the **OAG** that it is unable or unwilling to perform the contract.
- In the event of termination for cause without advance notice, the State may seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.
- (b) **Termination for Cause with Notice:** The occurrence of any one or more of the following events shall constitute cause for the **OAG** to declare the **VENDOR** in default of its obligations under this contract:
 - (i) The **VENDOR** fails to perform, to the **OAG's** satisfaction, any material requirement of this contract or is in violation of a material provision of this contract;
 - (ii) The **OAG** determines that satisfactory performance of this contract is substantially endangered or that a default is likely to occur; or
 - (iii) The **VENDOR** fails to make substantial and timely progress toward performance of the contract.

The **OAG** shall provide written notice to the **VENDOR** requesting that the breach or noncompliance be remedied within the period of time specified in the **OAG's** written notice. If the breach or noncompliance is not remedied by that date, the **OAG** may either: (A) immediately terminate the contract without additional written notice; or (B) enforce the terms and conditions of the contract, and in either event seek any available legal or equitable remedies and damages.
 - (c) **Withholding Money to Compensate **OAG** for Damages:** If a contract is terminated or rescinded for cause, the **OAG** may deduct from whatever is owed the **VENDOR** on that or any other contract an amount sufficient to compensate the **OAG** for any damage resulting from termination or rescission.
 - (d) **Termination for Convenience upon Notice:** Following ten (10) days written notice, the **OAG** may terminate this contract in whole or in part, without the payment of any penalty or incurring any further obligation to the **VENDOR**.
 - (e) **Termination due to Lack of Funds or Change in Law:** The **OAG** shall have the right to immediate termination of this contract without penalty by giving written notice to the **VENDOR** as a result of any of the following:
 - (i) Adequate funds are not appropriated or granted to allow the **OAG** to fulfill its obligations under this contract;
 - (ii) Funds are de-appropriated, reduced through reserves or not allocated;

- (iii) Funds needed by the OAG, at the OAG's sole discretion, are insufficient for any reason or the OAG determines, in its sole discretion, that a reduction is necessary or advisable based upon actual or projected budgetary considerations;
 - (iv) There is a material alteration in the programs administered by the OAG; or
 - (v) The OAG's duties are substantially modified.
- (f) **VENDOR's Remedies in Event of Termination by OAG:** In the event of termination of this contract for any reason by the OAG, the OAG shall pay only those amounts, if any, due and owing to the VENDOR for usable work completed to the satisfaction of the OAG up to and including the date of termination and for which the OAG is obligated to pay pursuant to this contract. Payment will be made only upon submission of invoices and proper proof of the VENDOR's claim. This provision in no way limits the remedies available to the OAG under this Contract in the event of termination.
- (g) **VENDOR's Termination Duties:** The VENDOR, upon receipt of notice of termination or upon request of the OAG, shall:
 - (i) Cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination or on the date specified in the termination notice, whichever is earlier. The report should describe the status of all work under the contract including, without limitation, results accomplished, conclusions resulting therefrom and other matters the OAG may require;
 - (ii) Immediately cease using and return to the OAG any personal property or materials, whether tangible or intangible, provided by the OAG to the VENDOR;
 - (iii) Comply with the OAG's instructions for the timely transfer of any active files and work product produced by the VENDOR under this contract;
 - (iv) Cooperate in good faith with the OAG, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - (v) Immediately return to the OAG any payments made by the OAG for services that were not rendered by the VENDOR.

- 20. TIME IS OF THE ESSENCE AND WAIVER:** Time is of the essence with respect to VENDOR'S performance of this contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 21. CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 22. CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the OAG, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the contract. This includes, but is not limited to, conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50) or the Auditor General's implementing rules (44 Ill.Adm.Code 500), or which may conflict in any manner with the VENDOR's obligations under this contract. VENDOR shall not employ any person with a conflict to perform under this contract. If any elected or appointed State officer or employee, or the spouse or minor child of same, has any ownership or financial interest in the VENDOR or the contract, VENDOR certifies it has disclosed that information to the OAG and any waiver of the conflict has been issued in accordance with applicable law and rule.

23. **NOTICES:** Notices shall be in writing and may be delivered by any reasonable means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to the OAG shall be sent to the Auditor General at the OAG's Springfield location. Notice of any name, street address, e-mail address or fax number change shall be given to the other in writing. Each such notice shall be deemed to have been provided at the time it is actually received.
24. **ENTIRE CONTRACT:** This contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this contract.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights Equal Opportunity requirements are incorporated by reference (44 Ill.Admin.Code 750). Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.) The only attorney who may represent the State is the Attorney General of the State of Illinois. Any appointment provision to the contrary is void.
27. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
28. **ANTITRUST ASSIGNMENT:** If VENDOR does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, VENDOR shall assign to the State all rights, title and interest in and to the claim or cause of action.
29. **AUTHORITY:** The Auditor General and his employees, when acting pursuant to this contract, are acting as State officers in their official capacity and not personally.
30. **CONFLICT OF PROVISIONS:** If any provision of this Exhibit is in conflict with any provisions in the contract or agreement to which it is attached, then the provisions of this Exhibit shall take precedence. In the event of a conflict between the State's and the VENDOR'S terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

_____ No other material included

_____ Other material included (describe--attach additional pages if needed)

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

PRICE OFFER
JANITORIAL SERVICES
Bid No. 22-A01

Submit one (1) copy of the **price offer** in a sealed envelope marked with the firm's name and the IFB number.

Date _____

Honorable Frank J. Mautino
Auditor General
Iles Park Plaza
740 E. Ash St.
Springfield, IL 62703

Dear Mr. Mautino:

We hereby propose to perform the janitorial services at 740 E. Ash St., Springfield, Illinois, 62703, consisting of approximately 36,631 square feet, for the period July 1, 2022 through June 30, 2024, at a fixed monthly rate of \$_____. Included within that amount, we agree to furnish, at our own cost, risk and expense, all supplies, product and equipment required to perform the services specified.

VENDOR (Company name and DBA)

Authorized Representative _____
Printed Name _____
Title _____ Date _____
Address _____
