

STATE OF ILLINOIS
INVITATION FOR BID
Illinois Department of Transportation (IDOT)
Land Acquisition Statewide Title Insurance Services
DOT22-BLA-01

The Illinois Department of Transportation (“State”) requests Bids from responsible and qualified vendors to meet its needs. A brief description is set forth below for Bidder’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a Bid.

Brief Description:

Land Title Insurance Services are required in each of Illinois’ 102 counties. This invitation is for sealed bids to provide land title insurance services related to the acquisition of real estate interests to be acquired by the State via agreement or under threat of condemnation for its construction projects. All services shall be performed in accordance with Illinois Law and in compliance with the State’s “Land Acquisition Policies and Procedures Manual”, hereafter referred to as the LAPPM, and title insurance industry standards and accepted practices.

The contract resulting from this Invitation for Bid (IFB) may be awarded up to three (3) Vendors. The three Vendors with the lowest price who are deemed responsive and responsible will be awarded contracts. The Agency reserves the right to issue work orders to any of the awardees of this contract. The awarded Vendor(s) shall be responsible to perform services statewide.

It is the goal of this procurement that the selected Vendor(s) will achieve a minimum percentage of the total contract of 0% participation by Disadvantaged Business Enterprises (DBE).

The resulting contract with the awarded Bidder(s) shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, Agency has the option to renew for the following terms: five (5) years.

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 should be completed in full and submitted along with the price proposal which will constitute the Bid. If submitting your Bid in paper format and by mail, do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Bids that do not adhere to Form and Content of Bid requirements may not be considered

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

- A.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Bidder’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
- A.2 CONTRACT INFORMATION:** Please note that the CONTRACT section of this solicitation will be used as the contract between the State of Illinois and the awarded vendor. The Financial Disclosures and Conflicts of Interest, Disclosure of Business in Iran, and Standard Certifications will become part of the contract.
- A.3 PUBLISHED PROCUREMENT INFORMATION:** The Department publishes procurement information, including updates, on the Illinois Transportation Procurement Bulletin (Bulletin): <https://webapps.dot.illinois.gov/WCTB/ConstructionSupportProcurementRequest/BulletinItems> Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to monitor the website for additional information and addendums.
- A.4 SOLICITATION CONTACT:** The individual listed below shall be the point of contact for this solicitation. Unless otherwise directed, Bidders may only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Lara Erewele	Phone: 217-785-5234
Agency: Illinois Department of Transportation	Email: Omolara.Erewele@illinois.gov
Street Address: 2300 S. Dirksen Parkway, Rm 302	
City, State Zip: Springfield, IL 62764	

- A.5 BIDDER QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised at a Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact, Omolara.Erewele@illinois.gov no later than **7 days after posting**. Questions received, and Department responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin. Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Solicitation Contact.

A.6 REQUIRED MEETINGS

Bidder Conference/Site Visit: Yes No

A.7 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS: Bids will be opened at the Submit/Deliver Bids To address shown under Section A.7.3 at the Bid Due Date & Time specified. Late bids shall be deemed non-responsive and will not be considered.

A.7.1. Bid Due Date & Time

Date: **June 14, 2022**

Time: **1:30 pm CST**

A.7.2. Bid Firm Time: Vendor's Bid must remain firm for **180** days from opening.

A.7.3. Submit/Deliver Paper Bids To: Label (outside of envelopes/containers):

Agency: Illinois Department of Transportation	"Sealed Bid – Do Not Open"
Attn: Lara Erewele	Project Title: Land Acquisition Statewide Title Insurance Services Reference #: DOT22-BLA-01
Address: 2300 S. Dirksen Parkway, Rm 302	Due Date: June 14, 2022 Time: 1:30 pm CST
City, State Zip: Springfield, IL 62764	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

Please note: If you are enclosing your sealed bid in a carrier's container, type **"Land Acquisition Statewide Title Insurance Services, Reference #: DOT22-BLA-01"** on the outside of that container so the Department can process your package accordingly and without delay.

A.8 ORGANIZATION REQUIRED: Bids may be submitted in as few as three and as many as five packets. Please follow these instructions carefully.

A.8.1 Packet 1 shall contain the Contract section and if applicable a Redacted copy (Section 1, Part A.16). Please also include the completed specification/questionnaire and Attachments JJ.

A.8.2 Packet 2 shall contain the Offer (Section 2, Part B).

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (Attachment HH).

A.8.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Department discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.8.2.2. Additional Bidder Provisions may be stated on the Exceptions to Solicitation Contract Terms and Conditions form, but should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Bidder’s position or, for example, a Bidder’s licensing agreement.

A.8.3. Packet 3 shall contain Attachments BB through GG, and II.

Offer Supplemental Provisions (This does not include exceptions to Department specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an offeror’s position or, for example, an offeror’s licensing agreement).

Separately seal and label each packet.

A.9 SUBMISSION OF BIDS: To aid in the organization of the Bid, submit it in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the reference number, the packet number, the Bidder’s name and the wording: **“Sealed Bid – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. You may put the entire Bid on one CD or USB flash drive.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
Contract, a Redacted copy of the Contract if applicable, and Attachment JJ – PACKET 1	1	1	1
SECTION 2 Part B (OFFER), ATTACHMENT HH and applicable forms—PACKET 2	1	1	1
ATTACHMENTS BB through GG and II– PACKET 3	1	1	1

- A.10 SECURITY:** Bid Bond \$ N/A / Performance Bond \$ N/A. If a Bid Bond is required, Bidder must submit the Bid Bond with the Bid. If a performance bond is required, Bidder must submit the Performance Bond to the solicitation contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.11 SMALL BUSINESS SET-ASIDE:** Yes No. If “Yes” is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time Bids are due in order for the Bid to be evaluated.
- A.12 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Bidder awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500/) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.13 FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.14 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.15 GOVERNING LAW AND FORUM:** Illinois law and administrative rules govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS.” Bidder may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500/) and the Standard Procurement Rules (44 Ill. Adm. Code Part 6) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.16 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Bids become the property of the State. All Bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder’s name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in Section A.9) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks 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 return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder’s request for confidential treatment. Bidder agrees that the State may copy the Bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

A.17 RESERVATIONS: Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder’s premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code (30 ILCS 500/), associated administrative rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information or otherwise cooperate with the State. If a Bidder does not comply with requests for information or cooperate, the State may reject the Bid as Non-Responsive to the solicitation. Submitting a Bid does not entitle the Bidder to an award or a contract. Posting a vendor’s name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Bid. Awarded vendor(s) shall not commence and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.18 AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Bidder who submits the lowest price. The State will post a notice to the Bulletin identifying the apparent low-cost Bidder. The State 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 State may reject the Bidder’s Bid and begin negotiations with another Bidder. Awards are not final until all protests are resolved.

A.19 REFERENCES: Yes No. If “Yes” is marked, Bidder must provide references from established private firms or government agencies other than from the procuring Department, which can attest to Bidder’s experience and ability to perform the contract that is the subject of this solicitation. Bidder must provide the name, contact information and a description of the supplies or services provided using the form ATTACHMENT II.

Type of References: N/A

Number of Each Reference Type: N/A

A.20 INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. Send invoices to: Refer to section 4.1.7.2 of the contract for Invoice Addresses.

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

A.21 PROTEST REVIEW OFFICE: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 6.420. For protests related to specifications, the Protest Review Office must physically receive the protest no later than seven (7) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Chief Procurement Office
Illinois Department of Transportation Phone: (217) 558-5434
Attn: Bill Grunloh
2300 S. Dirksen Parkway, Room 200
Springfield, IL 62764

A.22 EVALUATION PROCESS: The State evaluates three categories of information: Responsiveness, Responsibility, and Price. The State will consider the information provided and the quality of that information when evaluating the Bidder's Bid. If the State finds a failure or deficiency, the State may reject the Bid or reflect the failure or deficiency in the evaluation.

A.22.1 RESPONSIVENESS: A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid and includes **all required** forms. Required forms may include, but may not be limited to:

A.22.1.1 Subcontractor Disclosure: If the Bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors as per CONTRACT, Part 1.6.

A.22.1.2. References: If references are required, then Bidder shall complete and return the References form ATTACHMENT II.

A.22.1.3. Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in ATTACHMENT BB.

- Illinois Department of Human Rights Public Contracts Number: Bidder must complete and return the IDHR Public Contract Number form as required in ATTACHMENT CC.

- Standard Certifications: Bidder shall complete and return the Standard Certifications form in ATTACHMENT DD.
- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in ATTACHMENT EE.
- Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in ATTACHMENT FF.
- Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in ATTACHMENT GG.
- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in ATTACHMENT JJ.

A.22.1.4. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Bidder meets a particular requirement, the State may waive that requirement.

A.22.1.5. 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.

A.22.1.6. The State will determine whether Bids complied with the instructions for submitting Bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a Bidder correct any deficiencies as a condition of further evaluation.

A.22.2 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. The State determines whether the Bidder is a “Responsible” bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:

A.22.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a

State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented (30 ILCS 500/50-39) or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies (30 ILCS 500/50-10.5).

- A.22.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- A.22.2.3. Awarded Bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.
- A.22.2.4. The State may require that a Bidder correct any deficiencies as a condition of further evaluation.

A.22.3. PRICE: The State identifies the lowest priced Bidder that meets Responsibility and Responsiveness requirements and will rank the others in order of price.

A.23 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan may render the Bid non-responsive. Instructions, the contract goal, and contact information are included in Attachment NN.

Does this solicitation contain a DBE goal? Yes No

If yes, then the DBE goal: N/A

DBE Liaison: N/A

Phone Number: N/A

Email Address: N/A

A.24 VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Department Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal? Yes No

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to Bid opening date. Go to <http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

END OF INSTRUCTION

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: Land Acquisition Statewide Title Insurance Services / DOT22-BLA-01

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Bidder should **use this Form as a final checklist to ensure that all required documents are completed and included** with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1 SOLICITATION AND CONTRACT REVIEW

Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

Yes No

B.2 ADDENDA

Bidder has taken into account any and all addenda to the solicitation in making this Bid.

Yes No N/A

B.3 BIDDER CONFERENCE

If attendance was mandatory, Bidder attended the Bidder Conference.

Yes No N/A

B.4 BID SUBMISSION

If submitting a paper Bid, Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

Yes No

Bidder shall attach a copy of the warranty for each equipment line item response submitted.

Yes No

B.5 BOND

If applicable, Bidder has submitted its Bid Bond or Performance Bond.

Yes No N/A

B.6 SMALL BUSINESS SET-ASIDE

Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

Yes No N/A

B.7 PACKET 1 – CONTRACT

Yes No

B.7.1 Redacted Copy of Bid, if requesting confidential treatment Yes No N/A

B.7.2 Taxpayer Identification Number (ATTACHMENT JJ) Yes No

B.8 PACKET 2 – OFFER

Yes No

B.8.1 Offer Yes No

B.8.2 Exceptions to Solicitation Contract Terms and Conditions (ATTACHMENT HH) Yes No N/A

B.9 PACKET 3

Yes No

B.9.1 Authorized to Transact Business or Conduct Affairs in Illinois (ATTACHMENT BB) Yes No

B.9.2 Illinois Department of Human Rights Public Contract Number (ATTACHMENT CC) Yes No

B.9.3 Standard Certifications (ATTACHMENT DD) Yes No

B.9.4 Financial Disclosures and Conflicts of Interest (ATTACHMENT EE) Yes No

B.9.5 Disclosure of Business Operations in Iran (ATTACHMENT FF) Yes No

B.9.6 Business Directory Information (ATTACHMENT GG) Yes No

B.10 PACKET 4 – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION AND UTILIZATION

B.10.1 Does this solicitation contain a DBE goal? Yes No

B.10.2 Disadvantaged Business Enterprises (DBE) Utilization Plan Yes No N/A

B.11 PACKET 5 – VSB UTILIZATION PLAN

- B.11.1 Does this solicitation contain a VSB goal? Yes No
- B.11.2 Veteran Small Business Participation and Utilization Plan Yes No N/A

B.12 CONTRACT SIGNATURE

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

Yes No

B.13 SUBCONTRACTING

Bidder has indicated if subcontractors will be used and provided all requested information.

Yes No N/A

B.14 LOCATION OF PERFORMANCE

Bidder has provided the location and known or anticipated value of services to be performed.

Yes No

B.15 REFERENCES

(ATTACHMENT II) Bidder has enclosed references and all pertinent contact information for the references.

Yes No N/A

B.16 PRICING

Bidder has completed the PRICING part of the CONTRACT.

(Pricing Bidding Spreadsheets for the Initial Term (**Attachment A**) and the Renewal Option (**Attachment B**) are located as separate attachments on the Transportation Bulletin)

Yes No

B.17 EXCEPTIONS

In preparing the Bid, Bidder has taken (check one box below):

No Exceptions

Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (ATTACHMENT HH) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder's Bid.

B.18 REQUEST FOR CONFIDENTIAL TREATMENT

Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder’s request.

No, Bidder is not requesting confidential treatment for this Bid

Yes, Bidder is seeking confidential treatment for portions of this Bid

B.19 PREFERENCES

The Illinois Procurement Code provides preferences to promote business opportunities in Illinois for state-funded services and work. Federally Eligible services and work may not allow preferences to be applied to the Bid.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder’s Name: [Click here to enter text](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS CONTRACT

Illinois Department of Transportation
Land Acquisition Statewide Title Insurance Services
DOT22-BLA-01

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Transportation
Land Acquisition Statewide Title Insurance Services
DOT22-BLA-01

VENDOR

Vendor Name: Click here to enter text.	Address: Click here to enter text.
Signature:	City, State ZIP: Click here to enter text.
Printed Name: Click here to enter text.	Phone: Click here to enter text.
Title: Click here to enter text.	Fax: Click here to enter text.
Date:	Email: Click here to enter text.

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Transportation	Agency Contact: Tracey Switzer
Street Address: 2300 S. Dirksen Parkway	Phone: (217) 558-9090
City, State ZIP: Springfield, IL 62764	Email: Tracey.Switzer@illinois.gov
Official Signature:	Date:
Printed Name: Stephen Travia	
Official's Title: Director of Highways, Project Implementation	
Legal Signature:	Date:
Legal Printed Name: Yangsung Kim (Approved as to Form)	
Legal's Title: Chief Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Vicki L. Wilson	
Fiscal's Title: Director of F&A/Chief Fiscal Officer	

**STATE OF ILLINOIS
CONTRACT**

Illinois Department of Transportation
Land Acquisition Statewide Title Insurance Services
DOT22-BLA-01

Procurement Signature:	Date:
Procurement's Printed Name:	
Procurement's Title: Chief Procurement Office/ State Purchasing Officer	
Official Signature:	<u>Date:</u>
Official's Name: Omer M. Osman	
Official's Title: Secretary of Transportation	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: **DOT22-BLA-01**
- Project Title: **Land Acquisition Statewide Title Insurance Services**
- Contract #: **DOT22-BLA-01**
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- Publication Date:
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source: State Road Funds
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL:

Services are for title services, including but not limited to title searches, title commitments, later dates, title insurance, title policies and all such other services associated with insuring title to real property and issuing title insurance, from title insurance companies or registered title agents (“Title Services”) in each of Illinois’ 102 counties. Vendor shall provide Statewide Title Services for IDOT real estate needs.

The Vendor shall supply all necessary products and perform needed Title Services on a work order basis. All Title Services shall be performed in accordance with Illinois law and in compliance with the Illinois Department of Transportation “Land Acquisition Policies and Procedures Manual” (LAPPM) and title insurance industry standards and accepted practices.

1.2 SUPPLIES AND/OR SERVICES REQUIRED:

The Vendor must provide the specified supplies and/or services and adhere to all stated performance requirements and schedules. Failure by the Vendor to comply can result in cancellation of the contract with said Vendor and forfeiture of applicable performance bond.

The contract resulting from this Invitation for Bid (IFB) may be awarded up to three (3) Vendors. The three Vendors with the lowest price who are deemed responsive and responsible will be awarded contracts. The Agency reserves the right to issue work orders to any of the awardees of this contract. The awarded Vendor(s) shall be responsible to perform services statewide.

The Vendor shall perform the services as set forth in Section 1.2 of the Contract at the bid amounts described in Attachment A - Pricing and Compensation Bid Sheet and Attachment B – Renewal Pricing and Compensation Bid Sheet.

1.2.1 QUANTITIES – PARCEL NUMBERS

Refer to Attachment A and B. The quantities, by total number of parcels per county, are estimates based, when possible, on actual usage during the most recent contract period, known State program modifications and other factors that may influence total quantity used. Estimated quantities are not guaranteed.

1.2.2 Provided Products and Services

Pricing and Compensation Bid Sheet - Attachments A and B of this contract specify Vendor’s compensation for the furnishing of the following described items of title insurance data for the Illinois counties as designated in Attachments A and B.

Vendor shall perform the services, included but limited to the those stated below:

- (a) Owner’s title insurance policies in the full value of the real estate acquired.

- (b) Original title commitments except that restricted to the mineral estate. While performing work for these services Vendor understands that The State will acquire mineral estates unless the owner specifically requests to retain ownership without the right to disturb the surface; however, where the minerals have been severed, the State is interested in knowing whether any right to disturb the surface exists in others. This might be the right of subsidence, right to purchase the surface, right to prospect or drill the surface, etc. To assist the State in the determination of further action in this regard, the Vendor will except coal and other mineral interests from the legal description for a parcel under consideration only where the same have been previously severed.
- (c) Original title commitments except that restricted to the mineral estate at the elevated delivery rate depicted in Section 1.2.15.
- (d) Original title commitments described in "b" above covering land the State indicates may have or may have had an ownership interest held by a railroad.
- (e) Policy or later date commitments requiring or including the examination of judicial proceedings, i.e., condemnation, other chancery proceedings, bankruptcy, or probate.
- (f) Policy or later date commitments not requiring or including an examination as noted above at "e".
- (g) Escrow trustee services including the preparation and administration of escrow agreements as identified below: Preparation of a Deed and Money Escrow Agreement and documents customarily prepared by an escrowee, including but not limited to IRS Form 1099 and a General Real Estate Tax Escrow Agreement, and;
- The administration of the escrow closing pursuant to the terms of the Deed and Money Escrow Agreement. The "Deed and Money Escrow Agreement" document to be used shall be approved by both the State and Vendor. Attached Exhibit B is an example of a "Deed and Money Escrow Agreement" for reference purposes only and subject to modifications agreeable by both State and Vendor.
 - Funds may be transferred electronically from State to Vendor.
 - Vendor shall be responsible for 1099 reporting as required and shall submit an annual report to the State showing list of parcels and that this was completed.
 - Assist the State in obtaining Mortgage Release, when requested by the State at the price in Attachment A Pricing and Compensation bid sheet item (k).

- The State will pay Vendor reasonable out-of-pocket expenses paid to third parties and incurred as a result of Vendor's escrow trustee services. Vendor shall provide receipts of paid costs and expenses before the State approves payment to the Vendor.

(h) Information concerning the exception of the mineral estate substantially as follows:

Where such facts were encountered, and the land rights have been severed by reservation or by grant to another, the severance will be indicated by the following language:

"Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals."

If the legal description for said property specifically excludes mineral interests/rights and if specific surface rights were reserved or granted by or to the mineral estate, in such case the Vendor shall indicate with the following objection:

"This report of title shall not be construed as insuring against any damage to the surface of said land or any improvements thereon caused by surface entry or by the removal of the coal and other minerals lying thereunder."

In such instances, Vendor shall furnish the State, when requested, the following title data shown below:

"Reservation/grant of the coal and other minerals underlying said land contained in a document dated _____ and recorded _____ as Document No. _____ in the County of _____, State of Illinois, and all rights and easements thereunder by said holder of the coal and mineral estate or by any party claiming by, though, or under said holder."

(i) Original title commitment on mineral ownership.

If the State determines to acquire the outstanding surface rights in the mineral owners, Vendor shall furnish the State, when requested, an original title commitment on mineral ownership.

(j) Current Title Report that will include the following information in the report.

Under certain circumstances, the State may only require a limited search on a parcel to be known as a Current Title Report. In such case, Vendor agrees to furnish the State the report, and the report shall include:

1. ownership of record;
2. Property Index Number;
3. legal description;
4. any liens or other encumbrances on title;
5. copy of the last deed of record

(k) Releases:

Upon request, Vendor shall obtain any required releases or payoffs to clear title. The State will pay Vendor the actual costs required to be incurred for obtaining the release, plus a service fee per release as set forth in Attachments A and Attachment B.

(l) Recording:

When requested by the State and not as part of escrow trustee services, the Vendor will record all documents in the appropriate county recorders of deeds or clerk offices. The State will pay Vendor the actual costs incurred for such recording services, plus a service fee per document set forth in Attachments A and B. Actual costs are defined as out-of-pocket expenses required to be paid to third parties to record the documents. Whenever possible, recordation will be noted as official business documents for government purposes to exempt the State from nominal recordation fees.

(m) Condominiums:

When providing original title commitments and later date title commitments for condominium properties, and when specifically requested by the State, the Vendor will also provide full copies of the recorded condominium declaration and recorded declaration amendments that affect condominium ownership or common elements of the condominium property. The State will pay Vendor the actual costs incurred for providing such documents, plus a service fee set forth in Attachments A and B. For later date title commitments, the State will pay said service fees when later date commitments show new documents not previously provided. Actual costs are defined as out-of-pocket expenses required to be paid to third parties to obtain the documents.

1.2.2.1 Identify Title Held by State:

If, during its original commitment research, Vendor discovers that the State owns the subject property under the jurisdiction of the Department of Transportation, the Vendor shall notify the State of its ownership in writing. Unless the State requests otherwise, the Vendor shall not deliver a commitment to the State and no compensation will be paid to Vendor.

1.2.2.2 Adjacent Parcel Commitment:

If, during its original commitment research, Vendor discovers that the State of Illinois, by an agency other than the Department of Transportation, owns the subject property, the Vendor shall notify the State of the State's ownership in writing and sent by email to the District Land Acquisition Office. Unless the State requests otherwise, the Vendor shall not deliver a commitment to the State. In such instances, the State may choose to order a Current Title Report from the Vendor.

If, during its original commitment research, Vendor discovers that one property owner owns one or more adjacent parcels required for the State's highway construction, the Vendor shall combine the adjacent parcels into one parcel for its original commitment, later date commitments, and title insurance policy. In such instances, the State will pay no compensation for separate original commitments, later date commitments, and title insurance policies.

1.2.2.3 Production of Schedule B Documents Included

Included with the price of all original title commitments and later date title commitments are full copies of all documents raised by Vendor in Schedule B (for example, covenants, restrictions, and easements, except for those easements which are easements for recognized public utilities) including but not limited to mineral and coal leases as set forth and raised in Schedule B or the property's legal description.

1.2.3

Definitions:

1.2.3.1

The term "work order" as used herein shall be deemed to mean any request by the State in writing for any number of original commitments, later date commitments, policies, escrow closing services, current title reports, or requests to record documents on behalf of the State, made at the same time under any letter or electronic request.

1.2.3.2

The term "parcel" as used herein shall mean any contiguous tract of land, or tracts of land under the same ownership as provided in Section 1.2.2 which lies within the legal description, plat of survey, aerial plan view, construction plans or sketch for the right of way to be acquired as shown by the work order. The fact that a tract may have an easement for

highway, railroad, drainage district, utility, etc., or consist of one or more platted lots or fractional part thereof shall not prevent the tract as divided thereby from being defined as contiguous. Where a single parcel is divided into two or more ownerships after the date of the original title commitment, the parcels may be treated as separate parcels.

A clear definition of the term "parcel" is not always possible when non-operating railroad land is the subject of a title search. Because of this, the Vendor may request a conference with the State within 30 days after a work order is received to mutually agree on the number of parcels included with any work order of this nature.

1.2.4 Provisions for Work Orders:

1.2.4.1 State shall use and submit work orders to the Vendor for needed products and services. Work orders may be placed by any regional engineer or his/her designee with Vendor's office on a per county basis. Work orders may include furnishing the Vendor a legal description, list of needed parcels along an existing or new highway centerline by providing Vendor an approximate right of way width via a plat, map, aerial plan view, construction plan, sketch or by providing a Property Index Number (PIN).

1.2.4.2 Vendor shall designate and inform the State of the name of an individual in its company who will be responsible for ensuring the provisions of this Contract are fulfilled on a district basis and who will be available to the State should questions of compliance with terms of the contract occur.

1.2.5 Title Commitments:

1.2.5.1 All original title commitments issued pursuant to this contract will include the most current effective date based on Vendor's search criteria and will be effective for 180 days after the effective date indicated on the "Original Title Commitment". The original commitment shall contain an informational note legally describing any and all property which appears to be in the same ownership as of the date of the order and which is contiguous to the land covered by said commitment. The ownership of contiguous property should not be construed as being based upon a complete title search and the Vendor assumes no responsibility for its accuracy. A later dated commitment shall be a commitment in which the effective date is updated based on Vendor's search criteria provided for in the Original Title Commitment (the "Later Date Commitment").

1.2.5.2 Any Original Title Commitment or Later Date Commitment, which contains an exception relating to an instrument containing a legal description shall include that legal description if it varies from that of the

subject property, or, in the alternative, shall include copies of the same. Notwithstanding the difference in legal descriptions, the inclusion of the exception in the commitment shall be considered effective notice of the exception.

1.2.5.3 All sales and recorded conveyances of the subject property or any part thereof within the preceding five years shall be included in any Original Title Commitment or any subsequent Later Date Commitment by giving the names of the grantors and grantees, the date of the instrument, the date it was recorded, and the recording date by book and page and/or document number. If no sales of captioned property in whole or in part have been made during the preceding five years, a statement to this effect will be included in any Original Title Commitment or any subsequent Later Date Commitment. In all cases, copies of any last recorded conveyance documents will be included and provided by the Vendor to the State.

1.2.5.4 The Original Title Commitment will contain the PIN(s) of the property, the name and address of the assessee, a copy of the plat, if one is referred to in the description, and Minutes of Condemnation to include a list of the necessary parties for the State's acquisition through eminent domain proceedings.

1.2.5.5 Vendor shall issue a Later Date Commitment for any Original Title Commitment it has issued at the Later Date Rate provided herein regardless of whether the Original Title Commitment being updated was provided under the terms of this contract.

1.2.6

Delivery to State:

1.2.6.1 For the services in this contract, the State requires prompt delivery of the products and services the State orders. Vendor will deliver its original commitments, later date commitments, current title reports, last deeds of record, and copies of Schedule B documents, electronically as attachments to an e-mail message from Vendor to the proper district office. The Vendor shall indicate on title commitments and later date commitments the actual search date of the recorded documents. The attachments will be provided in *Adobe Acrobat* PDF format or in a file format mutually agreed to by the applicable district and Vendor. The electronic delivery will include a transmittal form or cover letter that identifies the transmitted documents. Each delivery will be made to the proper district office as promptly as possible after receipt of the district's work order with the effective date within ten days of the submittal to the district office and in amounts no less than as follows. The ten-day time limit indicated above shall be extended by the difference between the search date and the effective date if delays occur in the posting of recorded documents caused by the County Recorder's Office. Vendor will provide the following products and services to the pertinent district at

the following delivery rates and in accordance with the LAPPM:

1.2.6.1.1 Thirty-five original commitments shall be delivered within the first 35 calendar days after receipt of the order and 35 original commitments each 35 calendar days thereafter. Original commitments ordered for lands the State indicates may have or have had an ownership interest by a railroad shall be delivered within the first 56 calendar days after receipt of the order.

1.2.6.1.2 When specifically ordered by the State, one hundred original commitments shall be delivered within the first 35 calendar days after receipt of the order. The State will compensate the Vendor for this elevated delivery rate at the corresponding compensation amount described in Attachments A and B for the original commitments that exceed thirty-five in number. The State's work order shall state that original commitments shall be delivered at the elevated rate. If not specifically stated, Vendor shall deliver original commitments at the rate depicted in "1.2.6.1.1" above.

1.2.6.1.3 Any single parcel later date commitment shall be delivered no later than 7 calendar days after receipt of said later date commitment order. Work orders requesting multiple parcels later date commitments shall be delivered at a rate of 35 each 14 calendar days.

1.2.6.1.4 Work orders requesting escrow trustee services shall be delivered within 14 days after the work order has been received by the Vendor, or by a date mutually agreed to by both the Vendor and the State.

1.2.6.1.5 The title insurance policy on each parcel is to be the A or B-Form ALTA Policy. Any subrogation, co-insurance or contribution clauses shall not be applicable to the State. The policy shall be ordered in writing or electronically and delivery shall be at the rate of 15 in the first 21 calendar days and 35 in each 35 calendar days thereafter, or at a date mutually agreed to by State and Vendor. The policy shall be in the amount of the full value of the real estate acquired, excluding damages, if any.

1.2.6.1.6 Sixty Current Title Reports shall be delivered within the first 35 calendar days after receipt of an order and 50 Current Title Reports each 35 calendar days thereafter.

1.2.6.1.7 Deeds and other conveyance documents will be recorded within 7 calendar days after receipt of the original documents by the Vendor.

If the Vendor fails to deliver as scheduled, the applicable work order may be canceled, in whole or in part, seven (7) days after written notice of Vendor's uncorrected default. If the State cancels a work order due to Vendor's uncorrected default, State will be obligated to pay only for the work done as of the date of State's written notice.

Vendor shall deliver owner's title insurance policies electronically to the State. The executed escrow agreement and associated recorded and non-recorded conveyance documents delivered by U.S. mail or equivalent parcel service delivery to the proper district office as promptly as possible.

The State shall notify the Vendor at the earliest opportunity when it has been determined that a title insurance policy will not be ordered. The Vendor will provide and deliver title insurance policies when ordered to do so by the State and shall offset/setoff the cost of the Original Title Commitment from the owner's title insurance premium to be paid at and upon closing or pursuant to invoice provided by Vendor to the STATE.

1.2.7 Required Dates and State Job Information.

All title commitments, current title reports, the insurance policy, and invoices shall show – for filing and organizational purposes - the dates of the original work order, later date commitment work order, policy work order, the State Route, Right of Way Project Job Number (R-number) and parcel numbers, as soon as made available, thereon.

1.2.8 Billing:

In addition to the provisions relating to billing contained heretofore, the following provisions will apply.

1.2.8.1 After the Original Title Commitment, has been delivered to the STATE the State is to be billed for items (a) and (b), (c) or (d), as shown in Attachments A and B. The billing under item (a) will be at the insurance rate for \$1,000.00 of coverage.

1.2.8.2 After the Later Date Title commitment has been delivered to the State, appropriate billing will be made under Attachments A and B (e) or (f), whichever is applicable.

1.2.8.3 When owner's title policy is issued and delivered to the State, the appropriate charge under Attachment A will be made under either (e) or (f), whichever applies, and for the amount of the increased insurance as requested by the State. This latter charge will be billed at the rate as provided in Attachments A and B (a).

1.2.8.4 Billing under Attachment A (g), (h), (i), (j), (k), (l), or (m) whichever is applicable, will be made after the services are performed and delivered to the State.

1.2.9 Vendor's Relationship to Department Highway Districts and Regions:

1.2.9.1 The IDOT Regions Map shown on Exhibit A indicates the arrangement of the Department of Transportation on a county, district and regional basis, and in the event this proposal is accepted, it shall constitute an agreement for the term of this contract; subject, however, to the right of the State by the district office placing orders for such work, to cancel a work order, in whole or in part, upon seven (7) business days written notice. If a cancellation occurs within seven (7) business days no fees shall be due to the Vendor.

1.2.9.2 Vendor understands that in certain cases, right of way acquisition projects may extend into a county not normally a part of the district arrangement as shown on Exhibit A and in this instance, the rate for services rendered shall be the bid amount set forth for the county under whose jurisdiction it falls as shown on said Exhibit A if an accepted proposal of the Vendor is in effect for that county.

1.2.9.3 Vendor shall provide, at no charge, the appropriate district land acquisition office with a monthly status report of accomplishments on each work order by county. At a minimum, the report will cover orders for title commitments, later date commitments, escrow agreements, title policies and include the date of the order from the State, the date the work order is received by the title company, the State Right of Way Project Number assigned to the order, the county, the number of parcels included in the order, the due dates calculated from Section 1.2.6, the number of parcels completed, and a date indicating when the work for the order is complete. Vendor shall sign and date the report to verify the report's accuracy.

1.2.10 Claims Against Title Work – Guidelines: Upon execution of this contract, Vendor shall furnish to the State's Bureau of Land Acquisition and to each Regional Engineer guidelines which will be used should a claim against the title work arise. These guidelines must consider the impact of eminent domain or construction activities occurring on the land involved and the necessity for expeditious action to be taken in resolving the claim.

1.2.11 Parcel Files Opened Under Awarded Contract but not Closed Prior to the Completion of the Contract: The State reserves the right, based on the discretion of its regional engineers with the consent of the Bureau Chief of Land Acquisition, to allow the Vendor to complete work on parcel files originating from work orders placed under the term of this Contract but not yet finalized at the end of the term of the Contract. The rate of compensation

contained in this Contract shall remain in effect. Nothing contained in this paragraph shall allow files to remain open for a period exceeding three (3) years from the date of the end of the term of this Contract. At the end of the term of this Contract, the State reserves the right to collect and reassign all or some of the Vendor's open parcel files originating from orders placed under the term of this Contract and to transfer the files to subsequent vendors.

1.3 MILESTONES AND DELIVERABLES:

- 1.3.1** Vendor shall deliver all services stated under section 1.2.
- 1.3.2** Vendor shall be prepared to begin services immediately upon execution of the contract and work order(s) issuance.
- 1.3.3** The Vendor shall meet with the State within one week of the contract execution to discuss the upcoming work.

1.4 VENDOR / STAFF SPECIFICATIONS:

- 1.4.1 MANDATORY REQUIREMENTS** The Vendor and Vendor's underwriter must provide proof that it is registered to do business in the State of Illinois and is registered with the Illinois Department of Financial and Professional Regulation. Vendor must have the capacity to provide title insurance and related services as set forth in the Contract, Section 1 "Description of Supplies and/or Services" for those counties indicated therein.
- 1.4.2 MANDATORY REQUIREMENTS** Vendor shall also provide to State 1) copies of Vendor's work product, with personal identifying information redacted 2) summary of experience in the title insurance industry 3) years of service, if any, insuring titles in eminent domain cases and/or 4) proof of any continuing education classes undertaken by Vendor's personnel who will be assigned to fulfill this contract, particularly classes concerning the eminent domain process.
- 1.4.3 MANDATORY REQUIREMENTS** The Vendor's key personnel and subcontractors listed shall be used in accordance with the approved Quality Assurance and Quality Control Plan but may be modified by the Vendor. Written acceptance of the modification must be approved in writing by the Bureau of Land Acquisition.

KEY PERSONNEL NAME	SPECIALTY	LOCATION
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(to be filled out by Vendor in proposal/bid)

Subcontractors are allowed.

1.5 Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.1 Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.5.2 For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.5.3 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Land Acquisition Title Insurance Services will require the Vendor to perform the work within the geographical areas where the required real estate parcels or interests are located, including the associated county.
- All services will be performed within the State of Illinois. However, the Vendor is not precluded from contacting individuals or entities that are not located within the State of Illinois to effectuate the title services to be provided hereunder.

2. PRICING

2.1 FORMAT OF PRICING: Vendor shall provide its bid in dollar amounts for items (a) through (m) listed below, described in Attachment A - Pricing and Compensation Bid Sheet and Attachment B – Renewal Pricing and Compensation Bid Sheet, and shown on Attachments A and B to the Contract, which include:

- (a) Bid amount per thousand for title insurance premium in the full value of the real estate acquired.
- (b) Bid amount per parcel for the original title commitment except that restricted to the mineral estate and not including insurance premium.
- (c) Bid amount per parcel for the original title commitment except that restricted to the mineral estate and not including insurance premium at the elevated delivery rate.
- (d) Bid amount per parcel for the original title commitment described in "b" above covering land the State indicates may have or may have had an ownership interest held by a railroad. (Vendor acknowledges that the bid price for this item includes all additional time and research that may be involved in providing this service).
- (e) Bid amount per parcel for any policy or later date title commitment requiring or including the examination of judicial proceedings, i.e., condemnation, other chancery proceedings, bankruptcy, or probate.
- (f) Bid amount per parcel for any policy or later date title commitment not requiring or including an examination as noted above at "e".
- (g) Bid amount per parcel as escrow closing trustee fee. Escrow closing trustee fees will include the preparation and administration of escrow agreements as listed below:
 - (1) preparation of closing documents including but not limited to Deed and Money Escrow Agreement, master statements and other documents customarily prepared by an escrowee, including but not limited to IRS Form 1099 and a General Real Estate Tax Escrow Agreement, and
 - (2) the administration of the escrow closing pursuant to the terms of the Deed and Money Escrow Agreement. Any Deed and Money Escrow Agreement to be used shall be approved by both the State and Vendor. Attached Exhibit B is an example of a "Deed and Money Escrow Agreement" for reference purposes only and subject to modifications agreeable by both State and Vendor.
 - (3) Closing proceeds or funds may be transferred electronically from State to Vendor.

(4) Vendor, as escrowee, assisting the State in obtaining all releases for any encumbrances that need to be cleared from any title in order for Vendor to insure title.

(5) Vendor, as escrowee, assisting the State in obtaining all payoffs for any encumbrances that need to be cleared from any title, in order for Vendor to insure title.

- (h) Bid amount per parcel for the furnishing of information concerning the exception of the mineral estate.
- (i) Bid amount per parcel for an original title commitment on mineral ownership
- (j) Bid amount per parcel for a "Current Title Report" include the following information as part of the report:
 - 1) ownership of record;
 - 2) tax parcel number;
 - 3) legal description;
 - 4) any liens or other encumbrances on title;
 - 5) copy of the last deed of record
- (k) Bid amount per release for the Vendor service fee for obtaining a release.
- (l) Bid amount per document for Vendor service fee for recording a document when not part an escrow trustee services work order.
- (m) Bid amount for Vendor service fee for providing condominium declarations and amendments.

2.1.1 Attachment A Pricing and Compensation bid sheets

In the shaded space(s) provided on Attachments A & B/Pricing and Compensation bid sheets, the VENDOR will list a price per each of the bid items (a) through (m), as described above. Then, in the unshaded spaces, the Vendor will compute the extended amounts, based on the multiplier given, that will be charged for each service identified. Prices will include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this Contract.

Awards will be based on the **TOTAL CALCULATED BID FOR ALL COUNTIES IN THE STATE for the initial five (5) year term of the contract.** In the event of mathematical errors in the price extensions, the bid item price will prevail.

Each Vendor, by submitting a signed bid, represents that he/she has read and understands all documents, instructions, and specifications, is in complete compliance with all said requirements, and that if accepted by the State, these bidding documents shall constitute pricing and compensation terms of a binding contract in accordance with the terms and conditions contained herein.

Attachments A and B - Pricing and Compensation bid sheets (located on the Transportation Bulletin) are excel spreadsheets containing formulas to be used to compute the Vendor's total bid price per county. The Vendor is responsible for accuracy of the pricing contained in Attachments A and B - Pricing and Compensation bid sheets.

Separate bid amounts must be submitted for each bid item specified and described above in (a) through (m) for each county (Failure to submit Attachment A - Pricing and Compensation Bid Sheet and Attachment B – Renewal Pricing and Compensation Bid Sheet will lead to vendor's disqualification). The method for determining the bid amount per county will be by the following formula:

$$(a \times 1000) + (b \times 200) + (c \times 75) + (d \times 10) + (e \times 200) + (f \times 200) + (g \times 50) + (h \times 5) + (i \times 5) + (j \times 50) + (k \times 50) + (l \times 50) + (m \times 50) = \text{Estimated Total Bid Amount per county}$$

Each Vendor shall complete the Attachment A and Attachment B excel spreadsheets. Attachment A will be used to calculate the Vendor's Total Price bid for the initial term and shall be listed below in **Section 2.5.1**.

- 2.2. TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this **contract is estimated**.
- 2.3. EXPENSES ALLOWED:** Expenses **are** allowed.
- 2.4. DISCOUNT:** N/A
- 2.5. VENDOR'S PRICING:** Vendor must submit Attachment A - Pricing and Compensation Bid Sheet and Attachment B – Renewal Pricing and Compensation Bid Sheet for services specified above in **Section 2.1**.

2.5.1. Vendor's Total Price bid for the Initial Term: [Click here to enter text](#)

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an **initial term of five (5) years**. Upon Execution. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1 Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price is located on the Transportation Bulletin titled Attachment B Renewal Pricing and Compensation bid sheets. **(Failure to submit Attachment B Renewal Pricing and Compensation bid sheet for renewal option may lead to vendor's disqualification).**

3.2.3 The State reserves the right to renew for a **total of 5 years** in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4 AVAILABILITY OF APPROPRIATION: 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 (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500/) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Vendor Assurance: The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Department deems appropriate, which may include, but not limited to:
- 4.1.3.1 Withholding payments;
 - 4.1.3.2 Assessing Sanctions;
 - 4.1.3.3 Liquidated Damages; and/or
 - 4.1.3.4 Disqualifying the Vendor from future contracting as non-responsible.
- 4.1.4 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.5 Prevailing Wage: 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. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are

available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://www.illinois.gov/idol>) to ensure understanding of prevailing wage requirements.

4.1.6 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.7 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed, and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210/5.

4.1.7.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.7.2 Vendor shall invoice at the invoicing requirements agreed to in the Contract, discussed in Section 1.2 and 4.1.7 above.

Send Invoice to: District Land Acquisition Officer
Attn: Tracey Switzer
2300 S. Dirksen Parkway, Room 210
Springfield, Illinois 62764

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or

the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or a subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (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 three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 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 this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used during performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, originally disclosing such data, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** 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 in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or 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 the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal 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; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Except as provided by law, the State may not indemnify private parties.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an

additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$3,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$5,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$3,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State shall not enter into binding arbitration to resolve any

dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail or other electronic means agreed by the parties whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is received. By giving notice, either Party may change its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.22 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140/.

4.23 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. Vendor warrants that all services will be performed to meet the requirements of this contract in a prompt, accurate, efficient, and effective manner by trained and competent personnel in the subject matter of this contract for the services they are providing. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217.1. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27 ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER: The Bidder further declares that he/she has carefully examined and acknowledges the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, as applicable.

5. STATE SUPPLEMENTAL PROVISIONS

Department Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

[Click here to enter text.](#)

- Department Specific Terms and Conditions

STATE OR FEDERAL AID SUPPLEMENTAL PROVISION

5.1.1 AGENTS AND EMPLOYEES:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. If the State determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

5.1.2 PUBLICITY:

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the State nor shall the State's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.1.3 CONSULTATION:

Vendor shall keep the State fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the State the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.1.4 ACCOUNTING:

The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the State pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or State directives. Information regarding the cost principles in Title 48, Code of Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=cbb7305b43e022815d30aeaf7b642744&node=pt48.1.31&rgn=div5>

5.1.5 THIRD PARTY BENEFICIARIES:

There are no third-party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Vendor.

5.1.6 SUCCESSORS IN INTEREST:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.1.7 VENDOR'S TERMINATION DUTIES:

The Vendor, upon receipt of notice of termination or upon request of the State, shall:

- 5.1.7.1** 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, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the State may require;
- 5.1.7.2** Immediately cease using and return to the State any personal property or materials, whether tangible or intangible, provided by the State to the Vendor;
- 5.1.7.3** Comply with the State's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.1.7.4** Cooperate in good faith with the State, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- 5.1.7.5** Immediately return to the State any payments made by the State for services that were not rendered by the Vendor.

5.1.8 OVERTIME:

Any overtime costs shall be incurred by Vendor and not reimbursable by State.

5.1.9 USE OF WORK PRODUCT:

Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

- 5.1.9.1** Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State, including any patent, copyright or other intellectual property rights;
- 5.1.9.2** With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;
- 5.1.9.3** To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the State all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;
- 5.1.9.4** State shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.1.9.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.1.9.6 The ideas, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the State in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.1.9.7 Vendor grants to the State a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.1.10 EXPATRIATED ENTITIES:

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

5.1.11 EMPLOYMENT SECURITY:

Section 20 ILCS 1005/1005-47 of the Civil Administrative Code of Illinois states that the Department of Employment Security maintains the IllinoisJobLink.com web site which allows job seekers to search online for employment opportunities that match the skills of the person seeking employment. Any entity that is a party to a contract with an executive branch State agency is required to post employment vacancies on the IllinoisJobLink.com web site or provide an online link to its employment vacancies so that it is accessible through the IllinoisJobLink.com web site. Bidders that are a party to a contract with a bona fide labor organization are exempt from this requirement.

The bidder assures that, for the duration of this contract it will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website; or will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website; or is exempt from 20 ILCS 1005/1005-47 because bidder is a party to a contract with a bona fide labor organization.

5.1.12 AMENDMENTS:

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract shall be in writing and fully executed by the parties.

5.1.13 PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:

Vendor shall not purchase equipment with funds received under this Contract without having obtained the State's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Vendor's performance under this Contract and having a useful life of two years or more and an

acquisition cost of at least \$100. Vendor acknowledges that the State is under no obligation to give consent and that the State may, if it gives consent, subject that consent to such additional terms and conditions as the State may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the State.

The State reserves the right to maintain any equipment purchased under this Contract using State personnel or third party maintainers. In such case, Vendor shall provide the State or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The State reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance shall apply. Exercise of these rights by the State shall be without penalty or sanction by Vendor.

If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the State at no cost adequate documentation and access to specialized or proprietary tools to allow the State or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the State.

5.1.14 USE OF THIRD PARTIES:

The State acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the State, so the Vendor shall obtain the State's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

A Vendor who obtains the State's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to State for review and approval upon request. The State shall have the right to request the removal of a subcontractor from the Contract for good cause.

5.1.15 QUALITY ASSURANCE PROGRAM

Quality Reviews. The Vendor shall conduct quality reviews to make certain the Vendor complies with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing, including compliance with Disadvantaged Business Enterprise (DBE) provisions, as appropriate.

Within 30 days after receiving award of a Contract, the Vendor shall furnish a Quality Assurance Plan to the State for approval. The Quality Assurance Plan shall detail the procedures and evaluation criteria to assure conformance with the Contract. The Quality Assurance Plan shall describe in narrative form the technical approach for accomplishing the work, depict the Vendor's project staffing chart and identify the role of each staff member. Unless specifically waived, no payment shall be made until the State approves the Vendor's Quality Assurance Plan.

Significant changes to the work requirements may require the Vendor to revise the Quality Assurance Plan. It shall be the responsibility of the Vendor to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization.** A description is required of the Vendor's Quality Control Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews.** The Vendor's quality assurance methods used to monitor and assure compliance of his organization with the Contract requirements for services and products shall be detailed.
3. **Quality Records.** The types of records, which will be generated and maintained by the Vendor during the execution of his Quality Assurance Program, shall be outlined.

ATTACHMENTS

Items attached on Illinois Department of Transportation Bulletin for this solicitation

- **Attachment A – Pricing and Compensation bid sheets for Initial five-year Term for Vendor to complete**
- **Attachment B – Renewal Pricing and Compensation bid sheets for Vendor to complete**
- **Exhibit A - Regional and District Map**
- **Exhibit B - Deed and Money Escrow Agreement Example**

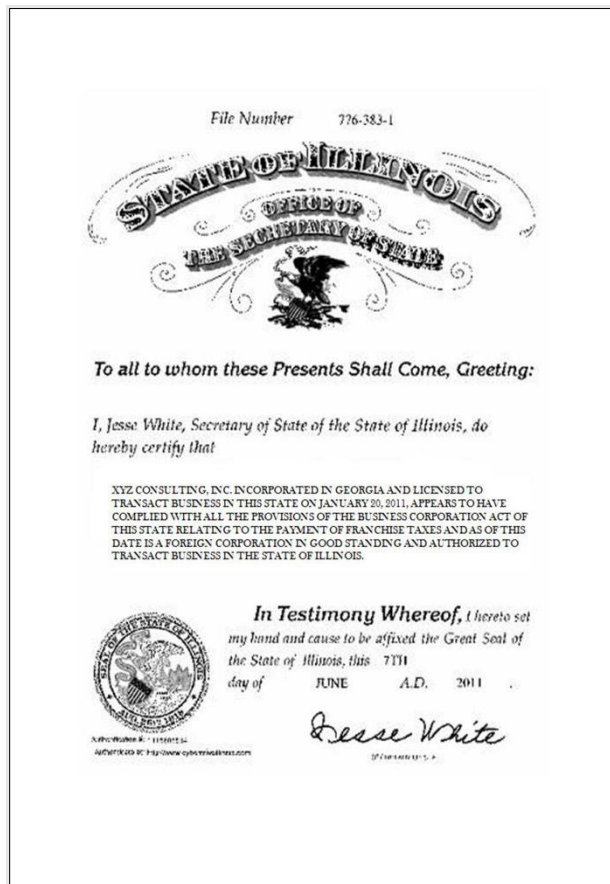
**ATTACHMENT BB
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting an offer and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications found in Attachment DD.

Certification #31 requires Vendor to check one of three boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE
SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**



**ATTACHMENT CC
STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS CONTRACT NUMBER**

- 1.1 If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the contract award. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): [Click here to enter text.](#)

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

- 1.2 If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
- 1.3 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 IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 1.4 Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 1.5 If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 1.6 Offeror may obtain an application form by:
- 1.6.1 Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 1.6.2 Internet: You may download the form from the Department of Human Rights' website at http://www.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx.
- 1.6.3 Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**ATTACHMENT DD
STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this subsection in its entirety 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 subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than January of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and 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 United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided 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 perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is 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 set forth in Section 50-10.5(e) of the Illinois Procurement Code. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false 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 500/50-11, 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
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 neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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" provisions 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 that is it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS500\50-38.
18. 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.
19. 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 Department grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it 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.
21. 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 United States. Department of Commerce. 30 ILCS 582.
22. 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.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. 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.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract 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.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

or

Vendor has registered with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.

31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the

timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

32. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

**ATTACHMENT EE
STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$50,000 and all subcontracts with an annual value of more than \$50,000 shall be accompanied by disclosure of the financial interests of the firm. This disclosed information for the successful firm will be maintained as public information, subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include any ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the offering entity or its parent entity, whichever is less, unless the firm is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report under 17 CFR 226.401, and list the names of any person or entity holding any ownership share that is in excess of 5% in place of the prescribed disclosure. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00.**

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the offering entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Click here to enter text.
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Click here to enter text.
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

- 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
- 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
- 5. Do you hold or have you held in the previous 3 years 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? Yes No
- 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
- 7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
- 8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
- 9. Do you currently have or in the previous 3 years had compensated employment 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. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency and position title of each individual.

**STATE OF ILLINOIS
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**STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency and position title of each individual. [Click here to enter text.](#)

**STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Agency	Project Title	Status	Value	Contract Reference/P.O.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

**ATTACHMENT FF
STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS IN IRAN**

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

- 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
- 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.

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:

[Click here to enter text](#)

**ATTACHMENT GG
STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1. Name of Business (official name and DBA) [Click here to enter text](#)
2. Business Headquarters (address, phone and fax)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
3. If a Division or Subsidiary of another organization provide the name and address of the parent
[Click here to enter text](#)
4. Billing Address
[Click here to enter text](#)
[Click here to enter text](#)
5. Name of Chief Executive Officer
[Click here to enter text](#)
6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
[Click here to enter text](#)
7. Company Web Site Address
[Click here to enter text](#)
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
[Click here to enter text](#)

9. Length of time in business

[Click here to enter text](#)

10. Annual Sales for Offeror's most recently completed fiscal year

[Click here to enter text](#)

11. Show number of full-time employees, on average, during the most recent fiscal year

[Click here to enter text](#)

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

- | | | | |
|-------------|--|--------------------------|-----|
| 12.1 | Minority (30 ILCS 575/2(A)(1) & (3)) | <input type="checkbox"/> | Yes |
| 12.2 | Female (30 ILCS 575/2(A)(2) & (4)) | <input type="checkbox"/> | Yes |
| 12.3 | Person with Disability
(30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> | Yes |
| 12.4 | Disadvantaged (49 CFR 6) | <input type="checkbox"/> | Yes |
| 12.5 | Veteran (30 ILCS 500/45-57) | <input type="checkbox"/> | Yes |
| 12.6 | Small Business (30 ILCS 500/45-45) | <input type="checkbox"/> | Yes |

**ATTACHMENT HH
STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor’s exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL VENDOR TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

[Click here to enter text](#) hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed:	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter a date.	Date:

**ATTACHMENT II
STATE OF ILLINOIS
REFERENCES**

REFERENCES: References are NOT required for this bid.

1. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, address, phone, and email address): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
2. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
3. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
4. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)

Vendor Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)

**ATTACHMENT JJ
STATE OF ILLINOIS
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. person (including a U.S. resident alien).

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

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

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

Signature of Authorized Representative: _____

Date: [Click here to enter a date.](#)

END OF ATTACHMENTS