Office of the Illinois State Treasurer  
Judy Baar Topinka  

Request for Proposals  
Master Management Plan  
Cahokia Mounds  
State of Illinois Historic Site  

January 30, 2006

A. Introduction

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for a Master Management Plan for the preservation of Cahokia Mounds State Historic Site in Collinsville, IL. The Treasurer has established the Cahokia Mounds Preservation Fund (“Fund”) to provide financial support to help preserve the Cahokia Mounds State Historic Site.

B. Background of the Cahokia Mounds State Historic Site

Cahokia Mounds State Historic Site preserves and interprets the remains of the most sophisticated prehistoric American Indian civilization north of Mexico. Within a 3500-acre tract, located a few miles west of Collinsville, Illinois, lie the archaeological remnants of the central section of the ancient Indian city that is today known as Cahokia.

According to archaeological finds, the city of Cahokia was inhabited from about 700 A.D. to 1400 A.D. At its peak, the city covered nearly six square miles and had a population of about 20,000 in extensive residential sections. It was the regional center for a complex community that represented a culture that archaeologists call Mississippian. The fate of this once thriving culture is unknown. A gradual decline in population began about 1250 A.D., and by 1400 A.D. the site was abandoned.

In 1965 the site was designated a National Historic Landmark by the keepers of the National Register of Historic Places. In 1982 the United Nations Educational, Scientific, and Cultural Organization (UNESCO), designated Cahokia Mounds a World Heritage Site for its importance to our understanding of the prehistory of North America. About 2200 acres of the site are owned by the State of Illinois (remaining acres are privately owned) and managed by the Illinois Historic Preservation Agency.

C. Contractual Services
Bidders will provide a proposal describing the nature of a final Master Management Plan for Cahokia Mounds State Historic Site, an associated work plan, and a payment schedule. The plan will consist of a bound narrative and a set of drawings and renderings that illustrate key site resources and how they would be effected by the recommendations of the Master Management Plan. Selected Proposer will sign an agreement between the Office of the Illinois State Treasurer (Contracting Agency) for the purposes of awarding work on the Master Management Plan for Cahokia Mounds.

A contract consisting of the RFP, the proposal, and related authorizations shall be in effect when received by the Proposer’s Representative accompanied by a letter of approval signed by authorized representatives of the Office of the Illinois State Treasurer. The Proposer may be an individual, party, association, firm, institution, or branch of an institution having received an approved proposal and letter of approval so authorizing conduct of the project.

The Proposer’s representative may be an individual designated by the Proposer in the proposal and authorized to answer on behalf of the Proposer. Such Representative shall be available at all times throughout the duration of the work period for communication concerning any aspect of the work. The Proposer’s Representative must be responsible for the conduct of the entire project and closely involved with all phases of the work. Prior written approval from the Project Coordinator is required for a change in Proposer’s Representative. Written notice must also be given if the Proposer’s Representative is to be absent from the contract work for more than two continuous weeks, or if there is to be a substantial reduction in the effort devoted to the project by the Proposer’s Representative.

**D. Mandatory Proposer Requirements**

A description of the nature of the proposed Master Management Plan and how it fulfills requirements set forth in other sections of this RFP.

A plan of work that includes a description and schedule for each phase of the project, a proposed sequence of meetings to review the project’s progress, and a payment schedule that coincides with the deliverables completed at that time.

Selected Proposer will need to conduct at least three public hearings, meet continuously with the Cahokia Mounds Preservation Fund Advisory Commission Members, Office of the State Treasurer and the Illinois Historic Preservation Agency.

Resumes outlining the education, training, and relevant work experience of all professionals to be engaged in the project.

Declaration of intent to complete the work within the proposed period and for the proposed cost.
Proposers must answer all the questions in this RFP relating to the specific services they are seeking to provide to the Treasurer.

Responses to this request should set forth the specific manner in which proposers will satisfy each requirement noted in this RFP and any other information they believe is relevant.

Proposers must provide a list of at least three previous and/or current government clients or accounts for which they have provided Master Management Plans, which are considered identical or similar in nature to the specifications and requirements described herein.

Proposers must, at the time of this proposal, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP. The Treasurer reserves the right to require proof of said requirements within ten calendar days from the date of request.

The proposer must have five years of experience performing like services as described in this RFP for like volumes.

The proposal must be accompanied by a transmittal letter that designates the name, address and telephone number of the person or persons available for contact concerning the proposal, and who are authorized to make representations on behalf of the Proposer’s organization. Each bidder must submit a cover letter that includes a summary of the Proposer’s ability to perform the services described in this RFP; a statement that the Proposer is willing to perform those services and enter into a contract with the Treasurer; and the signature of a person having the authority to commit the Proposer to a contract.

Responses must be submitted in a sealed envelope or package bearing the title “State Treasurer Request For Proposals for a Master Management Plan for Cahokia Mounds, State of Illinois Historic Site” and the proposers name and address. The package must include a signed original and seven copies of the response along with a signed original and seven copies of the price. Also provide two digital copies (disc or cd) of the proposal.

Provide a brief statement indicating your qualifications to deliver the services sought under this Request for Proposal.

Describe your background and organizational history, including number of years in business, location of offices, whether there have been any mergers, acquisitions, or sales of the company within the last ten years. If so, provide an explanation of the relevant details.

Provide an organizational chart showing the staffing lines of authority for the key personnel who will be providing/implementing the Master Management Plan.
Provide a statement as to whether any employees, agents, independent Proposer, or subcontractors have been convicted of, pled guilty to, or pled nolo contendre to any felony. If so, provide an explanation of the relevant details.

Provide a statement as to whether there is any pending litigation against the company and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair your performance in a contract under this Request for Proposal.

Provide documentation of financial responsibility, financial stability, and sufficient financial resources to provide the scope of services to the State. The document should include a description of your organization’s size, longevity, client base, and most recent audit financial statement, a banking reference, and a credit rating by a national rating service.

Proposers must submit information regarding Compensation under a separate, but attached, cover.

Proposers must submit fully executed Financial and Potential Conflicts of Interest Disclosure Form (Disclosure Form A, attached)

Proposers must submit a fully executed Other Contract and Procurement Related Information Forms. (Disclosure Form B, attached)

Proposers must submit a fully executed State Certifications Form (Attached).

References.

E. Master Management Plan—Mandatory Components & Requirements

1. Purpose

The purpose of the Master Management Plan will be to guide the management and development of Cahokia Mounds State Historic Site. The plan will provide a management framework for decision making in the areas of:

- Preservation/Conservation
- Land Acquisition
- Exhibit/Program Development
- Resource Management
- Marketing and Tourism Strategies
- Research
- Physical Development
- Infrastructure Requirements
- Site Staffing

The Master Management Plan should provide overall direction for management as it pursues development and programs that seek to preserve and protect the cultural resources and provide meaningful interpretation to visitors.
2. Components

The three components for the Master Management Plan shall include, but are limited to, assessment, overall management strategies, and recommendations.

(a) Assessment: Provide the following:

- A description of the site, leading to the identification and assessment of its cultural significance and of the values of different interest groups upon which the significance is based.

- An assessment of the condition of the site and its ability to adapt without significant loss of value.

- An assessment of the existing conditions of the site and the pressures affecting it, its management context, user groups, and stakeholder interests.

- An assessment of research potential.

- An assessment of public programs.

- An assessment of exhibits

(b) Management Strategies: Management strategies should identify the key issues for the site, set out the desirable long term vision with medium and short term goals; develop and give reasons for appropriate solutions and provide frameworks within which both long and short term policy decisions can be taken.

(c) Recommendations: The Plan recommendations should contain a summary of the major considerations addressed by the Plan. It should state the preferred policies for each aspect of the site’s operation, preservation, and development.

- Recommendations should be prioritized and phased as per the overall vision for how the site may or should change.

- Recommendations should include staffing plans necessary to implement change.

3. Other Requirements

(a) Methodology: The Master Management Plan should be prepared through a process that is both consultative and educational, identifying the issues that need to be addressed and gaining the necessary support to carry out the Plan. Stakeholders will need to be involved in this process. The Proposal should
outline the Proposer’s proposed methodology for preparation of the Plan and how they intend to identify and include the various stakeholders.

(b) Proposer Team: The Proposer should have an understanding of the range of skills required for the management, planning, design, construction, operation, maintenance, financing, and funding of a major historic site. Professionals and experts should be used to advise the writer of the Plan. The writer of the Plan should have the ability to incorporate the essence of the various Plan contributors and to resolve any conflicts. The Proposer will submit as part of the Proposal a list of team members or consultants with their qualifications. Only substitutions with the Treasurer’s approval will be accepted to this list once a contract has been agreed to.

Disciplines to be represented on the Proposer Team

- Archaeology
- Museum Programmers
- Site Planning
- Landscape Architecture
- American Indian Tribes
  - Peoria Tribe
  - Osage and Related Tribes
- Marketing
- Economic Feasibility & Development
- Tourism
- Cost Estimation
- Urban Planning
- History
- Natural Resources

F. Copyright

The Office of the Illinois State Treasurer and the Proposer shall agree in any contract entered into between the parties that:

- Proposer’s work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Proposer shall be the sole author of the Master Management Plan and any work embodying the Master Management Plan according to the United States Copyright Act. To the extent any of Proposer’s work is characterized as a collaborative, derivative or joint author work, Proposer agrees to obtain ownership of all copyright rights from any party that may have a claim to them before submitting the final Master Management Plan.
- To the extent that Proposer’s work is not properly characterized as a work made for hire, Proposer grants and assigns to the State of Illinois ownership of all rights, title and interest in Proposer’s work, including all copyright rights, in perpetuity and throughout the world.
- Proposer shall execute all papers necessary to perfect the State’s ownership of the entire copyright in the work, including but not limited to a Work for Hire Agreement.
- The Proposer agrees not to assert, establish, or authorize any claim to a copyright subsisting in any data first produced in the performance of any contract entered into with the Treasurer.
- Proposer represents and warrants that it will not violate the right of privacy or publicity or infringe upon any copyright or other proprietary right of any other person or entity. Proposer will be required to indemnify, save and hold harmless, the Treasurer, her officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary right, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished by Proposer in the Master Management Plan.

**G. Project Term**

Proposer shall propose a time frame necessary to submit a completed plan, preferably with a maximum length of one year. If Proposer determines that it needs longer than one year to complete the plan, please provide the additional length of time needed and an explanation of why that time is necessary. The Treasurer plans to contract with the selected proposer for an approved length of time to provide these services.

The Treasurer, in her discretion, may elect to extend the relationship for a period of time and terms agreed upon by the parties that are consistent with Procurement Regulations.

**H. Proposal Process and Schedule**

This section outlines the process and schedule associated with this RFP.

1. **Schedule**

The following tentative time schedule applies to this RFP:

- **January 30, 2006** RFP to be published on the Treasurer’s website ([www.state.il.us/treas](http://www.state.il.us/treas)).
- **March 13, 2006** Questions (if any) and RSVP for bidder’s conference due from prospective vendors by 2:00 p.m.
- **March 29, 2006** Mandatory Bidder’s Conference
- **April 19, 2006** Responses to all questions received from Proposers posted on website
- **June 6, 2006** Responses to RFP due by 2:00 p.m.
August 7, 2006  Selection of potentially acceptable candidates

August 28-Sept. 8, 2006  Interviews with potential candidates

2. Mandatory Bidder’s Conference

Each Proposer who chooses to respond to this RFP must have a representative attend the Bidder’s Conference. Each Proposer must fax or email a notice of their intent to participate to the attention of Tracy Rutter at 217/524-3822 or trutter@treasurer.state.il.us prior to 2:00 p.m. on March 13, 2006.

3. Office of the State Treasurer Issues RFP

The Treasurer is the sole point of contact concerning this RFP. Questions or requests for clarification about this RFP should be in writing and directed to:

Mr. Edward Buckles
Chief Procurement Officer
Office of the State Treasurer
300 West Jefferson Street
Springfield, IL  62702
Telephone:  (217) 782-6540
Fax:    (217) 524-3822
E-Mail:   ebuckles@treasurer.state.il.us

4. Questions About this RFP

Proposers should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of proposals. Proposers must prepare their questions in writing and send them by mail, facsimile or e-mail to the above Contact Person. The deadline for receipt of all questions is at 2:00 p.m., March 13, 2006.

5. Proposal Due Date

All responses must be submitted no later than 2:00 p.m., June 6, 2006 to:

The Honorable Judy Baar Topinka, Treasurer of the State of Illinois
Attn:  Mr. Edward Buckles, Chief Procurement Officer
“Response to State Treasurer Request for Proposals for a Master Management Plan for Cahokia Mounds, State of Illinois Historic Site”
300 West Jefferson Street
Springfield, IL 62702
6. Internet/E-mail Communications

The Treasurer may also communicate with proposers via e-mail. Each proposer should provide an e-mail address with its proposal for ease of communication throughout this RFP process.

7. Verbal Communications

Any verbal communication from the Treasurer’s employees or its contractors concerning this RFP is not binding on the State, and shall in no way alter a specification, term or condition of this RFP.

8. Amendments

If it is necessary to amend this RFP, the Treasurer will mail formal written amendments to all prospective proposers who are known to have received a copy of this RFP. Should amendments be issued, the Treasurer will post any amendment to the website at www.state.il.us/treas.

9. Proposers’ Costs

The cost of developing a proposal is each proposer’s responsibility and may not be charged to the State.

10. Withdrawal/Modification

A proposer may, by a letter to the Contact Person, withdraw or modify a submitted proposal prior to the Proposal Submission Date.

11. Proposal is an Offer

A proposal submitted in response to this RFP is a binding offer valid from the proposal opening date until 120 days thereafter.

12. Proposals Are State Property

On the proposal submission date all proposals and related material submitted in response to this RFP become the property of the State of Illinois.

13. Chief Procurement Officer May Cancel RFP

If the Chief Procurement Officer determines it is in the State’s best interest, he reserves the right to do any of the following:

- cancel this RFP,
• modify this RFP as needed or

• reject any or all proposals received in response to this RFP.

14. Evaluation of Proposals

To evaluate all proposals the Treasurer will organize an Evaluation Committee. After opening the proposals, the Committee will check each proposal in detail to determine its compliance with RFP requirements. Specifically, the Committee will check proposals for compliance with the mandatory requirements included in Section’s D & E and for the presence of the experience, functional and pricing components submitted in response to the requirements of this RFP. Non-responsive proposals, defined as proposals not meeting this initial compliance test, will not be evaluated and will be eliminated from consideration.

The Evaluation Committee will then evaluate the proposers’ qualifications, technical proposals and price components in accordance with the criteria described below.

15. Site Visits

Subsequent to the initial ranking of proposals, the Evaluation Committee may invite the most qualified proposers to demonstrate their technical infrastructure and introduce their proposed implementation team in a presentation to the Evaluation Committee at a “live” public sector client site agreed to by the Evaluation Committee.

16. Evaluation Criteria

The Committee will objectively score proposals. Evaluation of proposals will be scored on the basis of the following criteria:

• Ability to perform the required services, determined by general and specific experience in providing these services, a record of past performance of similar work, and the qualifications and training of proposed personnel;

• A plan for performing the services;

• Technical ability to provide the services during the term of the contract, including the availability of personnel, equipment and facilities;

• Financial stability;

• Pricing and

• References
The Evaluation Committee’s initial scoring will determine the proposer(s) selected to provide service demonstrations. The Treasurer will have final authority to select the winning proposal.

**1. Compensation**

All reference to pricing must be submitted under a separate, but attached, cover.

We will evaluate and discuss price with the most qualified Proposers. We will award the contracts only if we determine the price to be fair and reasonable. Such determination will be made by considering the proposals, Proposer’s qualifications, Proposer’s reputation, pricing submitted with other proposals and the project budget. Only the Treasurer can determine whether a price is fair and reasonable.

Proposers shall submit pricing applicable to the entire contract term.

**J. Contractual Requirements**

**1. Contractual Responsibility**

The Treasurer intends to select a Proposer to provide services as specified in this Request for Proposals. By responding to this Request for Proposal, Proposers agree to be substantially bound by the terms of this RFP, with only minor variance allowed. Any material deviations from the services requested herein must be specified in the Proposers’ responses.

**2. Illinois Law**

Any agreement made in connection with this Request for Proposals is governed in all respects by the laws of the State of Illinois.

**3. Tax Compliance**

Proposer shall comply with applicable tax requirements and shall pay taxes in a timely manner.

**4. Multi-Year Contracts Subject to Re-appropriation**

All contracts entered into by the State of Illinois are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.
5. Most Favored Terms

If more favorable terms are granted by the selected Proposer to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable services, the more favorable terms will be applicable under the contract agreement.

6. Indemnification

Proposer will be required to indemnify, save and hold harmless, the Treasurer, her officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary right, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein.

Proposer shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the negligent acts or omissions or willful acts of the Proposer, its employees or agents. The Proposer has a duty to select, with due diligence, all other entities which shall be necessary to implement this Agreement. The Proposer shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

7. Subcontractors

Proposer may not use subcontractors to perform the duties as outlined in this RFP unless the subcontractor is approved, in advance, by the Treasurer. Approved subcontractors will be required to submit State Certifications and Disclosure forms A and B.

8. Assignment

Each term and provision of this Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of the Proposer, but neither this Agreement nor any of the rights, interests or obligations is assignable without the prior written consent of the other party.

Any attempt by the Proposer to transfer or assign any rights or obligations related to the provision of services under the Agreement, without the prior written consent of the Treasurer, shall render the Agreement voidable by the Treasurer.

The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.
9. Termination for Cause/Refund of Fees

Any Agreement, or any part of an Agreement, entered into as a result of this Request for Proposals may be terminated by the Chief Procurement Officer with the approval of the Treasurer and subject to the determination of the Deputy Chief of Staff for Law and Policy under any of the following circumstances:

(a) The Contractor fails to furnish a satisfactory performance within the time specified.

(b) The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

(c) There is sufficient evidence to show that fraud, collusion, conspiracy or other unlawful means were used to obtain the contract.

(d) The Contractor is guilty of misrepresentation in connection with another contract for services to the State and cannot reasonably be depended upon to fulfill their obligations under this RFP with the Treasurer.

(e) The Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.

(f) The Contractor disregards laws, ordinances, rules and/or the reasonable instructions of a contracting officer or acts in violation of any provision of the contract, or the contract conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.

(g) The Contractor provides any information obtained from the Treasurer pursuant to the Agreement to a third-party unless authorized in writing by the Treasurer’s designated representative.

(h) Any other breach of contract or other unlawful act by the Contractor occurs.

Prior to terminating the contract for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within five business days, a second written warning may be issued. If satisfactory action is not taken by the Contractor within five business days of the date of the second written warning, the Treasurer may cancel the Agreement and may recover any and all damages involved with the transition.
to a new Contractor including incidental and consequential damages. The Treasurer's failure to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the compensation paid to the Contractor under the Agreement during any period the Contractor fails to perform with reasonable care any of its obligations under the Agreement. Failure to maintain strict confidentiality of all information received by the Contractor under the Agreement will result in the refund by the Contractor of all fees received from the Treasurer.

10. Services

The Contractor may not modify any service or the manner of providing such service as required under this RFP and subsequent Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

11. Ownership

All documents produced by the Contractor under this Agreement shall become and remain the property of the Illinois State Treasurer.

12. Independent Status

Contractor is an independent contractor to the Treasurer. Neither the Contractor nor any persons employed by the Contractor may represent themselves as employees of the Treasurer or the State of Illinois.

13. Review/Approval

Any contract entered into between the Treasurer and Proposer shall provide for frequent opportunities for the Treasurer to review the Proposer’s Plan and the Treasurer shall have final approval authority on any part of the Proposer’s Plan.

14. State Furnished Property

Proposer shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, including but not limited to, research materials, photographs, drawings and plans.

K. Payment Schedule and Total Costs
Proposer shall submit a suggested payment schedule that corresponds to the completion of specific stages of the project or completion of certain deliverables. Proposer should include reasonable travel expenses in these costs.

**L. State Certifications and Disclosure Forms A & B**

The Proposal must be accompanied by completed state certifications and disclosure forms A & B, which are provided at the end of this Request for Proposal.
STATE CERTIFICATIONS

______________________________________________  ("CONTRACTOR") makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

a. Publishing a statement:
   i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
   ii.Specifying the actions that will be taken against employees for violation of such prohibition.
   iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
        a. abide by the terms of the statement; and
        b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

b. Establishing a drug free awareness program to inform employees about:
   i. the dangers of drug abuse in the workplace;
   ii. CONTRACTOR’s policy of maintaining a drug free workplace;
   iii. any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. the penalties that may be imposed upon an employee for drug violations.

c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

d. Notifying the Treasurer’s Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.

e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.
CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act (“ADA”) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5015).

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer’s Office in writing if CONTRACTOR was formerly employed by the Treasurer’s Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR 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).

11.0 REVOLVING DOOR PROHIBITION.
CONTRACTOR certifies neither it or its employees and agents are in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #___________ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

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

15.0 LICENSE.

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

17.0 RECORDS RETENTION.

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents 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 Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.
CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from having or continuing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5020) and Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State’s liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person from entering into a contract with the Treasurer’s Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer’s Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.
CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 **Prohibition of Goods from Forced Labor.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer’s Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 **Prohibition of Goods from Child Labor.**

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 **Sarbanes-Oxley Act and Illinois Securities Law.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a contract with the Treasurer’s Office if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of CONTRACTOR is determined to have 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 during the term of the Agreement.

28.0 **Disputes.**

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited “ILCS”) may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at [www.legis.state.il.us](http://www.legis.state.il.us).

29.0 **Third-Party Payments.**
CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

30.0 **MOST FAVORABLE TERMS.**

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer’s Office and the CONTRACTOR.

CONTRACTOR: ___________________________________________________

SIGNATURE: ____________________________________________________

PRINTED NAME: _________________________________________________

TITLE: _________________________________________________________

DATE: _________________________________________________________

PHONE NUMBER: _______________________________________________
DISCLOSURES
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

The Treasurer’s Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding $10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

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

   Name: ____________________________________________________

   Address: ______________________________________________________

b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship _____ stock _____ partnership _____ other (explain) ______________________________________________________.

c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

   If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is $90,414.60 or less, check here (_____)

   If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds $90,414.60, show either.

   The percent of ownership    _________%  

   or

   The value of the ownership interest    $___________
Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

a. State employment, currently or in the previous 3 years, including contractual employment of services    Yes   No

b. State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

    Yes   No

c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years.

    Yes   No

d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

    Yes   No

e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.

    Yes   No

f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

    Yes   No

g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

    Yes   No

h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

    Yes   No

i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

    Yes   No
j. Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes  No
____  ____

This disclosure is submitted on behalf of ______________________________________________

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) ________________________________  Title ________________________________

Signature ________________________________  Date ________________________________
DISCLOSURES
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

The Treasurer’s Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding $10,000.

You must submit this information along with your bid, proposal or offer.

a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking “Yes”_____ or “No” _____.

   If “Yes” is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking “Yes” _____ or “No” _____.

   If “Yes” is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of ____________________________________________

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) ____________________________________ Title _______________________

Signature _______________________________________ Date ________________________