

STATE OF ILLINOIS
PROFESSIONAL AND ARTISTIC REQUEST FOR PROPOSAL

Illinois Finance Authority
Accounting and Auditing Services Pool
15-0001

The Illinois Finance Authority (“Agency,” “University,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description:

The Illinois Finance Authority (“IFA”, the Authority) is requesting proposals (“Offers”) from accounting and auditing firms (“Offerors”, “Vendors”) with the experience, capability and expertise in providing accounting and auditing services for the provision of those services set forth in this document. IFA’s goal is to establish an approved Accounting and Auditing pool for various assignments in these Service Categories: 1) Accounting Services, 2) Audit and Attestation Services, 3) Actuarial Services and 4) Tax Support Services. IFA will have contracts with each of the selected Offerors on the Approved Accounting and Auditing list, but work is not guaranteed. Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

The selected Vendor shall perform all tasks and functions associated with the services as required in this RFP for the applicable Service Category. The Authority reserves the right to award multiple contracts in one or more Service Categories to qualified Offerors based on their qualifications and specialized experience as a result of this RFP. The work contemplated is professional in nature. It is understood that the Vendor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing.

This RFP is non-project specific. Accordingly, the Authority will use this pre-approved list to engage firms for subsequent projects in the above mentioned service categories and negotiate compensation amounts with selected Offerors prior to project award. The project specific requests for proposals will set forth the services which are to be performed and a desired completion date. Vendor must respond by proposing a work plan, time schedule, budget, deliverables, list of key personnel; all of which conform to the terms of the request and no Vendor may respond to any request under this RFP for any Service Categories not previously approved for.

The resulting contract with the awarded Vendor shall have an initial term of 36 months and in no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years. Subject to the maximum total term limitation, Illinois Finance Authority has the option to renew for the following terms: Will not be renewed.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers.

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.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a vendor's Offer.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

STATE OF ILLINOIS OUTLINE

SECTION 1.

	Part
Instructions for Submitting Offers	A.
How to Enter Information.....	A.1.
Published Procurement Information	A.2.
Solicitation Contact.....	A.3.
Vendor Questions and Agency/University Response	A.4.
Required Meetings.....	A.5.
Offer Due Date, Time and Address for Submission of Offers	A.6.
Organization Required	A.7.
Submission of Offers	A.8.
Security	A.9.
Small Business Set-Aside.....	A.10.
Minority Contractor Initiative	A.11.
Federal Funds.....	A.12.
Employment Tax Credit.....	A.13.
Governing Law and Forum.....	A.14.
Public Records and Requests for Confidential Treatment.....	A.15.
Reservations.....	A.16.
Award	A.17.
References	A.18.
Invoicing Address	A.19.
Protest Review Office	A.20.
Evaluation Process	A.21.
Minorities, Females, and Persons with Disabilities Participation and Utilization Plan.....	A.22.
Veteran Small Business Participation and Utilization Plan	A.23.
Selection of Vendor.....	B.
Offer to the State of Illinois	C.
Specifications/Qualifications/Statement of Work	D.

OUTLINE

SECTION 2.

Pricing	E.
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SECTION 3.

Standard Terms and Conditions	F.
Exceptions to Solicitation and Contract Terms and Conditions	G.
State Supplemental Provisions	H.
Subcontractor Disclosure	I.
References.....	J.

The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A SECTION

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

<http://www2.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.14.1.docx>

Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Do Business in Illinois	3.
Standard Certifications.....	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest.....	7.
Taxpayer Identification Number	8.

FORMS B SECTION

Complete this section only if you are using an IPG Registration #

<http://www2.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.14.1.docx>

Illinois Procurement Gateway Registration #	1.
Certification Timely to this Solicitation	2.
Disclosures of Lobbyists and Contracts	3-4.

OUTLINE

BEP UTILIZATION PLAN

Download and complete these documents if this RFP contains a BEP goal

Letter of Intent:

<http://www2qa.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www2qa.illinois.gov/cpo/general/Documents/BEP%20U%20Plan%20V.13.5.docx>

VSB UTILIZATION PLAN

Download and complete these documents if this RFP contains a Veteran goal

Letter of Intent:

<http://www2qa.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

Utilization Plan:

<http://www2qa.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan.pdf>

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- 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 Offeror’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. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided to any other person.

Solicitation Contact: Terrell Gholston	Phone: 312.651.1312
Agency/University: Illinois Finance Authority	Fax: 312.651.1350
Street Address: 180 North Stetson Ave., Suite 2555	TDD: Click here to enter text.
City, State Zip: Chicago, IL 60601	
Email: procurement@il-fa.com	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

- A.4. VENDOR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than questions raised at the Vendor Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than August 7, 2014 at 12:00pm CST. Questions received and Agency/University 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. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGSVendor Conference/Site Visit: ☐ Yes ☒ NoMandatory Attendance: ☐ Yes ☒ No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered non-responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: N/A

Time: N/A

Location: N/A

A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.**A.6.1. Offer Due Date & Time**

Date: August 14, 2014

Time: 12:00 PM CST

A.6.2. Offer Firm Time: The Offer must remain firm for 60 days from opening.**A.6.3. Submit/Deliver Offers To:** Label (outside of envelopes/containers):

Agency/University: Illinois Finance Authority	"Sealed Bid – Do Not Open"
Attn: Terrell Gholston	Project Title & Reference #15-0001: Accounting & Auditing Services Pool
Address: 180 North Stetson Ave., Suite 2555	Due Date & Time: August 14, 2014 at 12:00 PM CST
City, State Zip: Chicago, IL 60601	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

A.7. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in SECTION 1, part D.

A.7.2. Packet 2 shall contain Offeror's Pricing provided in SECTION 2, part E.

A.7.3. Packet 3 shall contain the vendor's Offer found in SECTION 1, part C, and applicable forms found in SECTION 3, parts F through J.

A.7.3.1. Exceptions must be provided on Agency's/University's Exceptions to Solicitation and Contract Terms and Conditions form (SECTION 3, part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Vendor Provisions may be stated on this form and does not include exceptions to Agency/University 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.

A.7.3.2. The Agency/University may state additional terms and conditions to contracting in the State Supplemental Provisions (SECTION 3, part H).

A.7.4. Packet 4 shall contain either FORMS A or FORMS B. FORMS A section contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

FORMS B contains three forms and is only returned by Offerors that have a current IPG registration number and elect to not use the forms found in the FORMS A section.

A.7.5. Packet 5 shall contain a redacted copy of the offer.

A.7.5.1. Vendor should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, SECTION 3, part F.

A.7.6. Packet 6 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.

A.8. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Offeror's name and the wording: **"Sealed Offer – 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. Do not put the entire Offer on one CD or USB. Pricing must always be on a separate CD or USB unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	1	4

PRICING – PACKET 2	1	1	4
SECTION 1 part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	1	4
FORMS A or FORMS B – PACKET 4	1	1	4
REDACTED OFFER – PACKET 5	1	1	4
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	1	1	4
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	1	1	4

- A.9. SECURITY:** Performance Bond: \$ N/A If a performance bond is required; Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.10. SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx).
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.12. FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.
- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PARTS 1, 4, 6 & 8) are applicable to this solicitation

and may be viewed by users registered for the Illinois Procurement Bulletin at (www.purchase.state.il.us).

- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer 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 Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure.

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

- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

- A.17. 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 Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.

- A.18. REFERENCES:** ☒ Yes ☐ No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, who can attest to Offeror’s experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3 Part J.

Type of References: Government Agencies Only

Number of Each Reference Type: 3

- A.19. INVOICING ADDRESS:** Offeror 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:

Agency/University Illinois Finance Authority
Attn: Accounts Payable Department
Address: 180 N. Stetson Suite 2555
City, State Zip: Chicago, IL 60601

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency’s/University’s Illinois tax exemption number and federal tax exemption information.

- A.20. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals 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’s information is as follows:

Illinois Finance Authority	Phone: (312) 651-1300
Attn: General Counsel	Facsimile: (312) 651-1350
180 N. Stetson Avenue, Suite 2555	TDD: (800) 526-0844
Chicago, IL 60601	

- A.21. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

- A.21.1. RESPONSIVENESS:** A responsive Offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

- A.21.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Vendor shall complete the Subcontractor Disclosure form found in SECTION 3, part I.
- A.21.1.2. References: If references are required, then Offeror shall complete and return the References form in SECTION 3, part J.
- A.21.1.3. If completing FORMS B, then responsiveness may include and may not be limited to:
- Current Illinois Procurement Gateway registration #
 - Disclosure of lobbyists for Offeror and parent entity(ies)
 - Disclosure of pending and current contracts
 - Certifications timely to this solicitation
- A.21.1.4. If completing FORMS A, required forms may include and may not be limited to:
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. For more information, see Authorized to Do Business in Illinois in FORMS A SECTION, part 3.
 - State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in FORMS A SECTION, part 5.
 - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in FORMS A SECTION, part 2, or in the Illinois Procurement Gateway.
 - Standard Certifications: Offeror shall complete and return the Standard Certifications form in FORMS A SECTION, part 4, or in the Illinois Procurement Gateway.
 - Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in FORMS A SECTION, part 7, or in the Illinois Procurement Gateway.
 - Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form FORMS A SECTION, part 6, or in the Illinois Procurement Gateway.
 - Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in FORMS A SECTION, part 1, or in the Illinois Procurement Gateway.
 - Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in FORMS A SECTION, part 8, or in the Illinois Procurement Gateway.

- A.21.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.
- A.21.1.6. 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.21.1.7. The State will determine whether the Offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible Offeror 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 Offeror is a "Responsible" Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:

- A.21.2.1. 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 of information, or providing similar assistance unless such assistance was part of a publically 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. Nor is it 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 in accordance with Section 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.

- A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, 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 Offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Offerors 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.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** The State identifies the lowest priced Offer that meets, Responsibility and Responsiveness requirements.

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities 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 Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? ☒ Yes ☐ No

If yes, then the BEP goal is: 25%

BEP Liaison: Leslie Taylor

Phone Number: 312-814-4791

Email Address: Leslie.Taylor@Illinois.gov

Vendors who submit offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the offer closing date. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

A.23. 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 Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University Veteran Small Business Liaison prior to submission of proposals.

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

If yes, then the Veteran Small Business goal is: N/A

Veteran Small Business Liaison: N/A

Phone Number: N/A

Email Address: N/A

Vendors who submit offers for State contracts shall not be given a period after the Offer opening date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Businesses included on 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 offer closing date. Go to <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification.

-END OF INSTRUCTIONS-

STATE OF ILLINOIS

SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** This solicitation is for “professional and artistic services.” Professional and artistic services means those services provided under contract to the State by a person or a business, acting as an independent contractor, qualified by education, experience, and technical ability. 30 ILCS 500/1-15.60.
- B.2.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.3.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.4.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- B.5.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.5.1. The total number of points for Responsiveness is 100.

B.5.2. RESPONSIVENESS ELEMENTS

RESPONSIVENESS ELEMENTS	POINTS
Professional Qualifications	35
Experience	30
Technical and Strategic Approach	20
References	15
Total	100

B.5.2.1 Offerors may submit a proposal for one or more Service Categories described in Exhibit 1, Scope of Services. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section B.5.2. For each proposed Service Category (1 to 4), separate applicable information pertinent to particular Service Categories by a tabbed divider so the Authority can clearly distinguish professional qualifications submitted under each Service Category. If the same information applies to one or more Service Categories, include a statement in that section. Section B.5.2.2 will be considered universal to all proposed Service Categories and thereby only one submittal is necessary in your response.

Each page of the response must be numbered in a manner so as to be uniquely identified. Qualifications response must be clear, concise and well organized. Offeror is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

STATE OF ILLINOIS

SELECTION OF VENDOR

Offerors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for the Offeror to be deemed non-responsive for that Service Category or overall. Offeror must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that your response and related submittals may become part of the contract.

B.5.2.2 At a minimum, the Offeror's response must include the following items:

B.5.2.2.1 Cover Letter

Offeror must submit a cover letter signed by an authorized representative of the entity committing Offeror to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- a. Identify the specific Service Categories as described in Exhibit 1, Scope of Services that apply to this submission.
- b. Indicate the number of years the company has been in business, and provide an overview of the experience and background of the company and its key personnel committed in each proposed Service Category.
- c. Identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- d. Indicate the name, telephone number(s) and e-mail address of the principal contact for this submittal, oral presentation or negotiations.
- e. Acknowledge receipt of Addendum issued by the Authority, if any.

B.5.2.2.2 Executive Summary

Offeror must provide an executive summary which explains its understanding of the Authority's intent and objectives and how their response achieves those objectives. The summary must discuss Offeror's overall strategy and methodology for successfully implementing and managing projects specific to each Service Category for the Authority; capacity to perform, and approach to project management, satisfying the scope of services in the RFP and any additional factors for the Authority's consideration.

B.5.2.2.3 Professional Qualifications and Specialized Experience of Offeror and Team Members Committed to the specific Service Category

If Offeror proposes that major portions of the work will be performed by different team members (e.g. joint venture partners, subcontractors, etc.), Offeror must provide the required information as described for each such team member.

- a. Company Profile Information. See Exhibit 2.
- b. Company References/Client Profile Information
- c. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Service Category.

STATE OF ILLINOIS SELECTION OF VENDOR

- d. Summary of the key personnel who will be dedicated to the Services as proposed.
- e. Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- f. Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Offeror must provide the following information:
 - 1. Title and reporting responsibility
 - 2. Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - 3. Pertinent areas of expertise and past experience
 - 4. Base location (local facility, as applicable)
 - 5. Resumes or corporate personnel profiles

In addition to resumes, Offeror must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Offeror may propose for any project. The Authority recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the Authority seeks to determine the qualifications of proposed key personnel.

B.5.2.2.4 Approach, Strategy and Methodology for Implementing Engagements

a. Approach to Implementing Services

Describe your policies and procedures, strategies and methodology for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems related to each proposed Service Category.

b. Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors if known); their relationship in terms of proposed Services; and key personnel involved and the specific role of each of the firms/organizations in a team or joint venture for each Service Category must be described. The Authority recognizes that subcontractors, if any, will vary depending upon the scope of the project and will be identified at the project level, but the Authority seeks to determine team structure if known for any given project within a Service Category based on existing business arrangements.

STATE OF ILLINOIS SELECTION OF VENDOR

B.5.2.2.5 Financial Statements

Offeror must provide a copy of its audited financial statements for the last 3 years. Offerors that are comprised of more than one entity must include financial statements for each entity. The Authority reserves the right to accept or reject any financial documentation other than the financial statements requested by this section. If Offeror is unable to provide audited financial statements, state the reasons in your Qualifications response and provide financial documentation in sufficient detail to enable the Authority to assess the financial condition of your company. Sufficient alternate documentation would be un-audited financial statements from those Offerors not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the Authority to assess the financial condition of the Offeror.

B.5.2.3 Experience

B.5.2.3.1 Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.

B.5.2.3.2 Professional Qualifications and Specialized Experience of Offeror and its Team on projects of similar scope and magnitude (e.g., specifically with respect to government agencies) for the specific Service Category.

B.5.2.3.3 Professional Qualifications and Specialized Experience of Offeror's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the Authority for the specific Service Category.

B.5.2.3.4 Past and Current Performance of the Offeror (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules.

B.5.2.4 Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for Implementing Engagements within the specific Service Category.

The Evaluation Committee will review each response for the Offeror's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Offeror will be evaluated on their overall strategy, methodology and approach to implementing engagements within the specific Service Category.

B.5.2.5 Offeror must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this

STATE OF ILLINOIS SELECTION OF VENDOR

RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- a. Client name, address, contact person name, telephone and email address.
- b. Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- c. The date when the Service was implemented.
- d. The location of the project.
- e. Nature and extent of Offeror's involvement as the prime Consultant (also indicate area of secondary responsibility, if applicable) Identify Services, if any, subcontracted, and to what other company.
- f. Contract term (Start and End date, or indicate if currently providing services)
- g. The total dollar value of the Contract.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to Authority interview for follow-up. The Authority may solicit from previous clients or any available sources, relevant information concerning Offeror's record of past performance. Reference information must be provided using Exhibit 3.

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

C. Project Title / Reference # Accounting and Auditing Services Pool / 15-0001

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

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

C.1. SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

C.3. VENDOR CONFERENCE: If attendance was mandatory, Offeror attended the Vendor Conference.

☐ Yes ☐ No ☐ N/A

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

C.5. FORMS A SECTION or FORMS B SECTION: Offeror is properly submitting either FORMS A or FORMS B, but not both.

☐ Yes ☐ No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

C.7. SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A

C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

☐ Yes ☐ No

- | | | |
|-------|--|---|
| C.8.1 | Offeror's Proposed Solution to Meet the State's Requirements | ☐ Yes ☐ No |
| C.8.2 | Milestones and Deliverables | ☐ Yes ☐ No |
| C.8.3 | Offeror/Staff Specifications | ☐ Yes ☐ No |
| C.8.4 | Transportation and Delivery Terms | ☐ Yes ☐ No ☐ N/A |
| C.8.5 | Where Services Are to Be Performed | ☐ Yes ☐ No ☐ N/A |

C.9. PACKET 2 – PRICING

☐ Yes ☐ No

C.10. PACKET 3 – OFFER

☐ Yes ☐ No

- | | | |
|--------|--|---|
| C.10.1 | Offer | ☐ Yes ☐ No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | ☐ Yes ☐ No ☐ N/A |
| C.10.3 | Supplemental Provisions | ☐ Yes ☐ No ☐ N/A |
| C.10.4 | Subcontractor Disclosures | ☐ Yes ☐ No ☐ N/A |
| C.10.5 | References | ☐ Yes ☐ No ☐ N/A |

C.11. PACKET 4 – FORMS A

☐ Yes ☐ No

- | | | |
|--------|---|--|
| C.11.1 | Business and Directory Information | ☐ Yes ☐ No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | ☐ Yes ☐ No |
| C.11.3 | Standard Certifications | ☐ Yes ☐ No |
| C.11.4 | Disclosure of Business Operations in Iran | ☐ Yes ☐ No |
| C.11.5 | Financial Disclosures and Conflicts of Interest | ☐ Yes ☐ No |
| C.11.6 | Taxpayer Identification Number | ☐ Yes ☐ No |

C.12. PACKET 4 – FORMS B

☐ Yes ☐ No

- | | | |
|--------|--|--|
| C.12.1 | Illinois Procurement Gateway Registration # | ☐ Yes ☐ No |
| C.12.2 | Certifications Timely to this Solicitation | ☐ Yes ☐ No |
| C.12.3 | Disclosures of Lobbyists and Pending Contracts | ☐ Yes ☐ No |

C.13. PACKET 5 – REDACTED OFFER

☐ Yes ☐ No

C.14. PACKET 6 – BEP UTILIZATION PLAN

C.14.1 Does this solicitation contain a BEP goal?

☐ Yes ☐ No

C.14.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan

☐ Yes ☐ No ☐ N/A

C.15. PACKET 7 – VSB UTILIZATION PLAN

C.15.1 Does this solicitation contain a VSB goal?

☐ Yes ☐ No

C.15.2 Veteran Small Business Participation and Utilization Plan

☐ Yes ☐ No ☐ N/A

C.16. PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this section and a description of why the preference applies. Agency/University reserves the right to determine whether the preference indicated applies to Offeror.

☐ Resident Bidder (30 ILCS 500/45-10).

☐ Soybean Oil-Based Ink (30 ILCS 500/45-15).

☐ Recycled Materials (30 ILCS 500/45-20).

☐ Recycled Paper (30 ILCS 500/45-25).

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26).

☐ Correctional Industries (30 ILCS 500/45-30).

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).

☐ Gas Mileage (30 ILCS 500/45-40).

☐ Small Businesses (30 ILCS 500/45-45).

☐ Illinois Agricultural Products (30 ILCS 500/45-50).

☐ Corn-Based Plastics (30 ILCS 500/45-55).

☐ Disabled Veterans (30 ILCS 500/45-57).

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)

☐ Biobased Products (30 ILCS 500/45-75).

☐ Historic Preference Area (30 ILCS 500/45-80).

☐ Procurement of Domestic Products (30 ILCS 517).

☐ Public Purchases in Other State (30 ILCS 520).

☐ Illinois Mined Coal Act (30 ILCS 555).

☐ Steel Products Procurement (30 ILCS 565).

☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

☐ Veteran's Preference (330 ILCS 55).

Items that Qualify and Explanation: [Click here to enter text.](#)

Signature of Authorized Representative: _____

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

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

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

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: IFA's goal is to create a pool of professional and knowledgeable accounting and auditing firms to perform efficient and cost-effective accounting and auditing services. IFA is seeking a team of qualified providers in connection with these specified Service Categories as listed in this RFP: 1. Audit And Attestation Services 2. Actuarial Services 3. Accounting Services and 4. Tax Support Services. Services will be requested from selected Offerors at the request of IFA on an as-needed basis only.

D.2. SUPPLIES AND/OR SERVICES REQUIRED: See Exhibit 1

D.3. MILESTONES AND DELIVERABLES: N/A

D.4. OFFEROR / STAFF SPECIFICATIONS: See Exhibit 2

D.5. TRANSPORTATION AND DELIVERY TERMS: N/A

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: Proposals are strictly limited to the format(s) and ordering stated in Section B and in Exhibits 1 thru 3.

[Click here to enter text.](#)

D.7. SUBCONTRACTING

D.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with a total value of more than \$50,000 and the expected amount of money each will receive under the contract in the Subcontractor Disclosure form found in SECTION 3 Part I.

D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.

D.7.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

D.8. WHERE SERVICES ARE TO BE PERFORMED

- D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.
- D.8.2. Offeror 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 Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.
- D.8.3. Location where services will be performed: [Click here to enter text.](#)
- D.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

Include Part D and related attachments in Packet 1

STATE OF ILLINOIS

PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format: Please provide Offeror's standard rate schedule-Hourly and Fixed.

E.2. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm.

E.3. **EXPENSES ALLOWED:** Expenses ☐ are not allowed ☒ are allowed as follows: Upon prior approval of the Authority.

E.4. **DISCOUNT:** The State may receive a 2% discount for payment within 30 days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

E.6. **OFFEROR'S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. Offeror's Price for the Initial Term: [Click here to enter text.](#)

E.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

E.6.2.1. Agency/University Formula for Determining Renewal Compensation: N/A

E.6.2.2. Offeror's Price for Renewal(s): N/A

Include Section 2 part E and related attachments in Packet 2

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of *3 years*. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.1.2. 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.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): *This contract will not renew.*

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. 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.

1.3. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 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.

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

1.5. 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 Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F.2. PAYMENT TERMS AND CONDITIONS:

2.1. 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 on Vendor's invoices shall have no force and effect.

2.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more 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.

2.3. 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.

2.4. 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 Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).

2.5. 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.

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

- 2.6.1. 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/university's Illinois tax exemption number and federal tax exemption information.
- 2.6.2. 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:

Agency/University:	Illinois Finance Authority
Attn:	Accounts Payable Division
Address:	180 N. Stetson, Suite 2555
City, State Zip	Chicago, Illinois 60601

- F.3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the 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 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 Subcontractor 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.
- F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- F.7. 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.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. 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 waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- F.12. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- F.13. 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 the basis of Vendor being an independent contractor of or joint venture with the State.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. 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.
- F.16. 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 reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- F.18. 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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order with the Vendor shall have any liability to Vendor for that order.
- F.20. NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures.

Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

- F.21. 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, to the extent 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.
- F.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- F.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- F.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

26.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

F.27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

- G.** [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: [Click here to enter text.](#)), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror'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 PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Signed: _____

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

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

STATE OF ILLINOIS

STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

☐ Agency/University Definitions

[Click here to enter text.](#)

☐ Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[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, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

[Click here to enter text.](#)

☐ Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

☐ Other (describe)

[Click here to enter text.](#)

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

- I.1. Will subcontractors be utilized? ☐ Yes ☐ No
- I.2. The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be subcontracted is 50%.
- I.3. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

Anticipated/Estimated 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.](#)

Anticipated/Estimated 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. All subcontracts must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

- I.4. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State.

STATE OF ILLINOIS REFERENCES

Provide references from established firms or government agencies (3 Government Agencies) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation. **PLEASE COMPLETE THE FORM IN EXHIBIT 3 FOR THIS REQUIREMENT.**

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

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

EXHIBIT 1

SCOPE OF SERVICES

REQUEST FOR PROPOSALS (RFP)

FOR ACCOUNTING AND AUDITING SERVICE CATEGORIES

The Offeror may submit proposals in response to this RFP for one or more of the following 4 Accounting and Auditing Service Categories:

1. AUDIT AND ATTESTATION SERVICES

Provide audit and attestation services and agreed-upon procedures as defined by the American Institute of Certified Public Accountants (AICPA). The selected firm(s) will perform engagements in accordance with auditing and attestation standards generally accepted in the United States of America and may be required to perform the audit in accordance with the U.S. Government Accountability Office's (GAO) Government Auditing Standards (2011 or most current version in effect at the time of the audit/attestation engagement) and/or U. S. Office of Management and Budget regulations for States, Local Governments, and Non-Profit Organizations in regards to Federal Awards.

Agreed upon procedures in relation to the compliance of the Authority and sub-recipient/delegate agencies with federal, state, and/or local laws and regulations are also included. In addition, other audit services may include required grant agency reporting and other State-mandated reports. Agreed upon procedures for engagements may also be requested to confirm vendor billings, perform multi-year vendor re-certifications, cost/benefit analyses, and others. Attestation services may include contract and borrower compliance, financial accuracy/verification services for bond issues/refundings, accuracy of financial ratio calculations and other types of engagements. Reviews of various internal controls may also be requested (such as accounts receivable, purchasing, contract administration, disbursements, cash receipts, etc.). Some services required under these engagements will be compensated at a fixed cost by the Authority.

2. ACTUARIAL SERVICES

Provide actuarial services in accordance with applicable standards established by the AICPA and the Actuarial Standards Board for the calculation or review of applicable reserves. The selected firm will perform the calculation(s) based on data provided by the Authority. Presentations in writing to Authority management substantiating results of the calculations will be required as well as what Reserve Estimation methods applied and assumptions used. Some services required under these engagements will be compensated at a fixed cost by the Authority.

3. ACCOUNTING SERVICES

Provide appropriate professional staff and other support as needed to perform specified accounting and compliance related tasks/projects for the Authority as needed. Procedures could include support for financial and compliance audits, inventory verifications, bank and account reconciliations, process mapping, audit schedule preparation and other accounting and finance related projects as necessary. Other Accounting engagements may be requested to calculate and confirm borrower payments, financial and debt service ratios, etc. Some services required under these engagements will be compensated at a fixed cost by the Authority.

4. TAX SUPPORT SERVICES

Provide advisory and/or verification services related to tax matters which may include payroll and benefits, compensation, tax-exempt financings, arbitrage rebate and liability calculations or other issues. Some services required under these engagements will be compensated at a fixed cost by the Authority.

EXHIBIT 2

COMPANY PROFILE INFORMATION

CATEGORY: _____

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: ☐ Prime ☐ Subcontractor/Subcontractor ☐ Joint Venture Partner

☐ Supplier or ☐ Other: _____

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

(9) Total Annual Revenues separated by last 3 full fiscal years:

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's strategy for providing Accounting and Auditing Services in the proposed Service Category for clients:

(13) Briefly describe your firm's experience with Accounting and Auditing Services in the proposed Service Category Services for clients:

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

CATEGORY: _____

Submit a completed client profile information sheet for each reference. Provide a minimum of 3 government references.

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

(10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____

(11) Describe how the client's goals were met. Describe the Accounting and Auditing Services in the proposed Service Category offered and implemented. Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Accounting and Auditing Services in the proposed Service Category?

(14) What was the cost/financing structure of the contract?
