**Section 500.300 General Provisions**

a) Late Offers, Late Withdrawals and Late Modifications

1) Any bid, proposal, modification or withdrawal received after the time and date for receipt, or at other than the specified location, is late. A submission that is delivered to the wrong location but that is subsequently delivered to the correct location by the date and time specified shall be considered, but the OAG shall not be responsible for ensuring subsequent delivery of misdelivered items. Delivery at the specified location and time shall be the sole responsibility of the offeror.

2) No late offer, late modification, or late withdrawal will be considered unless the CPO, and not a designee, determines it would have been timely but for the action or inaction of OAG personnel directly serving the procurement activity (e.g., providing the wrong address). It is the responsibility of the offeror to ensure delivery at the time and to the place specified. Vendors submitting a late response will be notified and given the opportunity to retrieve the submission at their cost. Late submissions not returned to the vendor will be destroyed after all related procurement activity is complete and the resulting contract has been executed.

3) Records shall be made and, in accordance with OAG policy, kept for each late offer, late modification, or late withdrawal.

4) Any other submission that has a time or date deadline shall be treated in the same manner as a late offer.

b) Extension of Time

1) The Procurement Officer may, prior to the date or time for submitting or modifying an offer, extend the date or time for the convenience of the OAG.

2) After opening offers, the Procurement Officer may request offerors who submitted timely offers to extend the time during which the OAG may accept the offers, provided that, with regard to bids, no other change is permitted. This extension does not provide an opportunity for others to submit offers.

3) Unless otherwise provided in the solicitation, the vendor's offer must be kept firm for at least 30 calendar days after the opening date.

c) Electronic and Facsimile Submissions

1) The solicitation may state that electronic and fax machine submissions will be considered if they are received at the designated location by the time and date set for receipt. Any required attachments will be submitted as stated in the solicitation.

2) Electronic submissions authorized by specific language in the solicitation will be opened in accordance with OAG electronic security measures in effect at the time of opening. Unless the electronic submission procedures provide for a secure receipt, vendor assumes risk of premature disclosure due to submission in unsealed form.

3) Fax submissions authorized by specific language in the solicitation will be placed in a sealed container upon receipt and opened with other submissions. Vendor assumes risk of premature disclosure due to submission in unsealed form.

d) Intent to Submit

The solicitation may require that vendors submit, by a certain time and date, a notice of their intent to submit an offer in response to the solicitation. Offers submitted without complying with the notice of intent requirement may be rejected.

e) Only One Offer Received

If only one offer is received, and if it meets all material requirements, an award may be made to the single offeror if the Procurement Officer finds that the price submitted is fair and reasonable, and that other prospective offerors had reasonable opportunity to respond, or there is not adequate time for resolicitation. Otherwise, the procurement may be canceled.

f) Alternate or Multiple Offers

1) Alternate offers may be accepted if:

A) permitted by the solicitation and in accordance with instructions in the solicitation; or

B) only one vendor responded, in which case the alternate submission may be evaluated and treated in accordance with Section 500.340 (Sole Economically Feasible Source Procurement) of this Part; or

C) the low offeror, who has met all requirements of the solicitation, has provided a lower cost alternative that meets all of the material requirements of the solicitation.

2) Multiple offers may be accepted if permitted by the solicitation and submitted in accordance with instructions in the solicitation.

g) Multiple Items

A solicitation may call for pricing of multiple items of similar or related type. Award shall be as specified in the solicitation based on an individual line item, a group total of certain items, a core list, a "market basket" of related items representative of the total requirement, a grand total of all items, or other grouping method.

h) "All or None" Offers

All or none offers may be accepted if the evaluation shows an all or none award to be the lowest cost or best value of those submitted.

i) Conditioning Offers Upon Other Awards

Any offer that is conditioned upon receiving award of the particular contract being solicited and one or more other State contracts shall be rejected.

j) Unsolicited Offers

An award may not be made based on an unsolicited offer in place of the notice and competition requirements of this Part.

k) Clarification of Offers

The Procurement Officer may request that a vendor clarify its offer as a part of the evaluation process. A vendor shall not be allowed to materially change its offer in response to a request for clarification. A clarification is not an opportunity to make material changes or for submission of best and finals as authorized elsewhere in this Part.

l) Assignment, Novation or Change of Name

1) Assignment. No OAG contract is transferable, or otherwise assignable, without the written consent of the Procurement Officer, provided, however, that a vendor may assign money receivable under a contract after due notice to the OAG. Assignment may require the execution of a contract with the assignee and in such cases the assignee must meet all requirements for contracting with the OAG. Any purported assignment without prior written consent shall be null and void.

2) Recognition of a Successor in Interest; Novation. When in the best interest of the State, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee agree that:

A) the transferee assumes all of the transferor's obligations;

B) the transferee meets all requirements for contracting with the OAG;

C) the transferor waives all rights under the contract as against the OAG; and

D) unless the transferor guarantees performance of the contract by the transferee, the transferee shall, if required by the OAG, furnish a satisfactory performance bond.

3) Change of Name. A vendor may submit a written request to change the name in which it holds a contract with the OAG. The name change shall not alter any of the terms and conditions of the contract or the obligations of the vendor.

m) Use of Source Selection Method that is Not Required

If a method of source selection is used that it is not, by law, required (e.g., use of a competitive sealed bid for a small purchase), compliance with the rules governing the method of source selection used is required.

n) Vendor Signature

An offer submitted unsigned will be evaluated if the vendor submits a written signature acceptable to the Procurement Officer within the time specified by that officer.

o) Stringing

Dividing or planning procurements to avoid use of competitive procedures (stringing) is prohibited.

p) Confidential Data

Vendors must clearly identify in writing, by page and paragraph, any information submitted to the OAG claimed to be exempt from the disclosure requirement of the Illinois Freedom of Information Act (FOIA) [5 ILCS 140] and must identify the basis of the claimed exemption and show how that basis applies to the request for exemption. Information submitted without a claim of exemption may be disclosed to the public without notice or permission. Information submitted with a claimed exemption may still be disclosed to the public if determined by the OAG, or other appropriate party, that the claimed exemption does not meet the requirements for withholding the information under FOIA. The OAG will attempt to provide reasonable notice and opportunity to object to the vendor prior to disclosure of any material claimed by the vendor to be exempt from FOIA.

q) Notice of Subcontractor

Any contract entered into under this Part shall state whether the services of a subcontractor will be used. The contract shall include the name and address of each subcontractor having a subcontract with an annual value of more than $50,000, the general type of work to be performed by each subcontractor, and the expected amount of money each will receive under the contract. If, at any time during the term of a contract, a contractor desires to add or change any subcontractor having a subcontract with an annual value of more than $50,000, the contractor shall promptly notify, in writing, the Procurement Officer of the name and address of the proposed subcontractor, the general type of work to be performed by the proposed subcontractor, and the expected amount of money each new or replaced subcontractor will receive under the contract. Upon request of the Procurement Officer, the contractor shall provide the Procurement Officer with a copy of any new or amended subcontract within 15 calendar days after the request is made. A subcontractor, or contractor on behalf of a subcontractor, may identify information that is deemed proprietary or confidential. If the Procurement Officer determines the information is not relevant to the primary contract, the Procurement Officer may excuse the inclusion of the information. If the Procurement Officer determines the information is proprietary or could harm the business interest of the subcontractor, the Procurement Officer may, in his or her discretion, redact the information. Redacted information shall not become part of the public record.

r) Reverse Auction

1) Use. The CPO, or his or her designee, may procure supplies or services through a competitive electronic auction bidding process if the CPO determines that the use of such a process will be in the best interest of the State.

2) Process. An invitation for bids shall be issued and shall include a procurement description, all material contractual terms, whenever practical, and conditions applicable to the procurement, including a notice that bids will be received in an electronic auction manner. Bids shall be accepted electronically at the time and in the manner designated in the invitation for bids. During the auction, a bidder's price shall be disclosed to other bidders. Bidders shall have the opportunity to reduce their bid prices during the auction.

3) Notice. Public notice of the electronic auction bidding process shall be published in the Auditor General Bulletin at least 14 calendar days before the date set for the opening of bids. At the conclusion of the auction, the record of the bid prices received and the name of each bidder shall be open to public inspection.

4) Award. The contract shall be awarded within 60 calendar days after the auction by written notice to the lowest responsible bidder, or all bids shall be rejected. Extension of the date for award may be made by mutual written consent of the Procurement Officer and the lowest responsible bidder.

5) Prohibition. This subsection (r) does not apply to procurements of professional and artistic services, telecommunications services, communication services or information services, or contracts for construction projects.

s) Incorporation by Reference

A solicitation may incorporate documents by reference provided that the solicitation specifies where the documents can be obtained.

t) Computation of Days

The time within which any act provided in this Part is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday, and then it shall also be excluded. If the day succeeding a Saturday, Sunday, or holiday is also a holiday, a Saturday, or a Sunday, then that succeeding day shall also be excluded. For the purposes of this Part, "holiday" means: New Year's Day; Dr. Martin Luther King, Jr.'s Birthday; Lincoln's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; and any other day from time to time declared by the President of the United States or the Governor of Illinois to be a day during which the agencies of the State of Illinois that are ordinarily open to do business with the public (e.g., the biennial General Election Day) shall be closed for business.

(Source: Amended at 39 Ill. Reg. 3561, effective March 1, 2015)