**Section 1300.2005 General Provisions**

a) Late Bids or Proposals, Late Withdrawals and Late Modifications

1) Definition. Any bid or proposal received after the time, date and place set for receipt is late. A bid 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 will not be responsible for ensuring the subsequent delivery. Any withdrawal or modification of a bid or proposal received after the time and date set for opening of bids or proposals at the place designated for opening is late.

2) Treatment. No late bid or proposal, late modification, or late withdrawal will be considered unless the Procurement Officer, 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).

3) Records. Records shall be made and, in accordance with the State Records Act [5 ILCS 160], kept for each late bid or proposal, late modification, or late withdrawal.

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

b) Extension of Time

1) The Procurement Officer may, prior to the date or time for submitting or modifying a bid or proposal, extend that date or time for the convenience of the OAG. Reasons for extension include but are not limited to allowing additional time for submissions to account for inclement weather, labor strikes, accidents and similar reasons.

2) After opening bids or proposals, the Procurement Officer may request bidders or offerors who submitted timely bids or proposals to extend the time during which the OAG may accept bids or proposals, provided that, with regard to bids, no other change is permitted. The reasons for requesting such extension shall be documented. An extension does not provide an opportunity for others to submit bids or proposals.

c) Electronic and Facsimile Submissions

1) The Invitation for Bids or Request for Proposals may state that electronic and facsimile machine submissions will be considered if they are received at the designated office by the time and date set for receipt. Any required attachments will be submitted as stated in the IFB or RFP.

2) Electronic submissions authorized by specific language in the IFB or RFP will be opened in accordance with electronic security measures in effect at the OAG 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 IFB or RFP will be placed in a sealed container upon receipt and opened as other submissions. Vendor assumes risk of premature disclosure due to submission in unsealed form.

d) Intent to Submit

The IFB or RFP may require that vendors submit, by a certain time and date, a notice of their intent to submit a bid or proposal in response to the IFB or RFP. Bids and proposals submitted without complying with the notice of intent requirement shall be rejected.

e) Only One Bid or Proposal Received

If only one responsive bid is received, or if only one proposal is received, an award may be made to the single bidder or offeror if the Procurement Officer finds that the price submitted is fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond, or there is not adequate time for resolicitation. Otherwise:

1) new bids or offers may be solicited, including under sole source (Section 1300.2025) or emergency (Section 1300.2030) procedures; or

2) the procurement may be cancelled.

f) Alternate or Multiple Bids or Proposals

1) Alternate bids or proposals may be accepted if:

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

B) only one vendor responded, in which case the alternate submission(s) may be evaluated and treated in accordance with Section 1300.2025 (Sole Source Procurement) of this Part; or

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

2) Multiple bids or proposals may be accepted if:

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

B) only one vendor responded, then one or more of the submissions may be evaluated, provided that in the case of bids, only the lowest cost bid meeting specifications may be considered.

3) If a vendor clearly indicates a primary submission among alternate or multiple bids or proposals, then that primary submission shall be considered for award as though it were the only bid or proposal submitted by the vendor.

g) Multiple Items

An IFB or RFP may call for pricing of multiple items of similar or related type with award based on individual line item, group total of certain items, or grand total of all items.

h) "All or None" Bids or Proposals

"All or none" bids or proposals may be accepted if the evaluation shows an "all or none" award to be the lowest cost or best value of those submitted. Factors to be used to determine the State's best interest include but are not limited to whether the bid is the lowest of those submitted, reasonableness of the price and the cost and time necessary to solicit other bids.

i) Conditioning Bids or Proposals Upon Other Awards

Any bid or proposal that is conditioned upon receiving award of the particular contract being solicited and one or more other State contracts shall:

1) be rejected unless the vendor removes the condition; or

2) be evaluated and award made to that vendor if the vendor is also independently evaluated as the winner of the other IFB or RFP provided the agency need not delay procurement actions to accommodate the vendor's "all or none" condition.

j) Unsolicited Offers

1) Processing of Unsolicited Offers. The Procurement Officer may consider unsolicited offers and shall have final authority with respect to evaluation, acceptance and rejection of such unsolicited offers.

2) Conditions for Consideration. An unsolicited offer must be in writing and must be sufficiently detailed to allow a judgment to be made concerning the potential utility of the offer to the OAG.

3) Award. An award may not be made based on an unsolicited offer in place of the notice and competition requirements of the Code and this Part unless the unsolicited offer meets the requirements for small (Section 1300.2020), sole source (Section 1300.2025), or emergency (Section 1300.2030) procurement.

4) Confidentiality. Any request for confidentiality of data contained in an unsolicited offer must be made in writing, and vendors must clearly identify any information that is exempt from the disclosure requirements of the Illinois Freedom of Information Act [5 ILCS 140]. If an award is made, confidentiality of data shall be agreed upon by the parties and governed by the provisions of the contract. If agreement cannot be reached on confidentiality, the OAG shall reject the unsolicited offer.

k) Clarification of Bids and Proposals

The Procurement Officer may request that a vendor clarify its bid or proposal as a part of the evaluation process. A vendor shall not be allowed to change its bid or proposal in response to a request for clarification.

l) Extension of Time on Indefinite Quantity Contracts

The time of performance of an indefinite quantity contract may be extended upon agreement of the parties, provided the extension is for 90 days or less and the Procurement Officer determines in writing that it is not practical to award another contract at the time of such extension.

m) Increase in Quantity on Definite Quantity Contracts

1) The quantity that may be ordered from a definite quantity contract may be increased by up to 20% provided the Procurement Officer determines that separate bidding for the additional quantity is not likely to achieve lower pricing.

2) The quantity may be increased by any percentage provided the dollar value of the increase does not exceed the applicable small purchase (Section 1300.2020) threshold.

n) 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 monies 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.

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 shall 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 to the Procurement Officer 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.

4) Reports. All change of name or novation agreements effected under this subsection (n) other than by the CPO shall be reported to the CPO within 30 days after the date that the agreement becomes effective.

o) Contracting for Installment Purchase Payments, Including Interest

Contracts may provide for installment purchase payments, including interest charges, over a period of time. The interest rate may not exceed that established by law, including the Bond Authorization Act [30 ILCS 305].

p) Use of Source Selection Method Not Required

If OAG uses a method of source selection that is not, by law, required to be used (e.g., use of a competitive sealed bid for a small purchase), the OAG is not bound to strict compliance with the Code and rules governing the method of source selection used.

q) Vendor Signature

A bid or proposal submitted unsigned will be evaluated if the vendor submits a written signature acceptable to the Procurement Officer within the time specified by that officer.

r) Stringing

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

s) Documentation of Procurement Actions

Each Purchasing Officer shall maintain in the procurement or associated contract file all substantive documents and records of communications that pertain to the procurement and any resulting contract. This shall include, as applicable, but is not limited to:

1) The formal request for approval to procure, signed by the Procurement Officer, that establishes the reason for the contract decision or other form of decision memo showing the Procurement Officer approvals to proceed with the contract award;

2) Procurement Bulletin postings;

3) Solicitation document (e.g., IFB) and all amendments, clarifications and Best & Final requests;

4) Vendors' responses, including clarifications and responses to Best & Final requests;

5) Evaluation material (e.g., scoring guidelines and forms; completed score sheets for individual evaluators, including notes; evaluation committee's combined score sheets; evaluation committee's recommendation; and management's decision);

6) Protest and resolution;

7) Contract and any order, change, amendment, renewal or extension;

8) Contractor Performance Reviews;

9) All information from subsections (s)(1) through (8), less information exempt from disclosure under the Freedom of Information Act [5 ILCS 140], shall be prepared and available for inspection and copying, with information from subsections (s)(1) through (5) available on the date any award is posted to the Procurement Bulletin.

(Source: Amended at 48 Ill. Reg. 2790, effective February 7, 2024)