

# STATE OF ILLINOIS

## SOLICITATION DOCUMENT

### Hidden Springs State Forest Plantation Thinning

The Illinois Department of Natural Resources (IDNR) is requesting Offers (bids / proposals) from responsible Vendors to meet the State's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

- Invitation for Bids
- Request for Proposals
- Request for Proposals (Professional and Artistic Services)

**Brief Description:** A Vendor is needed to conduct the commercial thinning of pines at Hidden Springs State Forest, Strasburg, IL (Shelby County). Harvest is required on approximately 162 acres of pine plantations at the State Forest to bring conditions down to levels that will promote optimum forest health for the current size trees and conditions.

The solicitation package consists of two parts:

**Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS:** Part A consists of the following sections:

- SECTION 1 INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION
- SECTION 2 HOW WE WILL EVALUATE OFFERS
- SECTION 3 SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

These sections provide information necessary for submitting an Offer (a bid or proposal), set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

**Part B OFFER RESPONSE FORMS:** Part B consists of the following sections:

- SECTION 4 OFFER TO STATE OF ILLINOIS
- SECTION 5 RESPONSIBILITY FORMS
- SECTION 6 RESPONSIVENESS
- SECTION 7 PRICE
- SECTION 8 CONTRACT

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the State of Illinois will be referred to as "State", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

**Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See [www.purchase.state.il.us](http://www.purchase.state.il.us) for additional information.**

***NON-DISCRIMINATION POLICY** 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.*

## SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

**1.1 PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the State.

Kurt Bobsin  
IDNR Forest Resources  
15676 State Highway 54  
Clinton, IL 61727

Phone: 217-935-6860 (Office)  
217-840-1527 (Cell)  
Fax: 217-935-4189  
E-mail: Kurt.Bobsin@Illinois.gov

**1.2 VENDOR CONFERENCE / SITE VISIT:**  Yes  No  
Date and Time:

Mandatory Attendance:  Yes  No  N/A  
Location:

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

**1.3 OFFER DUE DATE, TIME AND SUBMISSION LOCATION:** Due Date: Tuesday, April 10<sup>th</sup>, 2012 Time: 5:00 p.m.

**DELIVER OFFERS TO:**  
Illinois Department of Natural Resources  
Attn: Paul Deizman  
Division of Forest Resources  
One Natural Resources Way  
Springfield, IL 62702

**LABEL OUTSIDE OF ENVELOPE / CONTAINER:**  
Hidden Springs State Forest Plantation Thinning  
Tuesday, April 10<sup>th</sup>, 2012 5:00 p.m.  
[Vendor Name & Address]

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

**In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.**

**1.4 OFFER FIRM TIME:** Lump sum sale  
Full payment to IDNR prior to cutting

**1.5 SECURITY:** You must possess a current Illinois Timber Buyer's license.

**1.6 PUBLIC CONTRACTS NUMBER:** (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

**1.7 AWARD:** We will post a notice to the IDNR website <http://www.dnr.illinois.gov/procurement/Pages/default.aspx> identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor.

**1.8 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the State's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

**1.9 RESERVATIONS:** You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer.

**1.10 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation.

## SECTION 2 - HOW WE WILL EVALUATE OFFERS

**2.1 OFFER RESPONSE FORMS:** We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

**2.2 EVALUATION CATEGORIES:** We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

**2.2.1 ADMINISTRATIVE COMPLIANCE:** We will determine whether your Offer complied with the Instructions for Submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

**2.2.2 RESPONSIBILITY:** We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.

- i. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc.
- ii. Public Law 96-0795 provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.
- iii. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

You 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 terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

**2.2.3 RESPONSIVENESS:** We 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 administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement.

**2.2.4 PRICE:** We will identify the highest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank lump sum bids from highest to lowest.

**2.3 AWARD:** We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the highest Price.

### SECTION 3 - STATEMENT OF WORK / SPECIFICATIONS / QUALIFICATIONS

3.1 The supplies and/or services required, reporting requirements, Vendor and staff requirements, work location, contract term, and other specifications are set forth in the body of the Contract following Section 8 of the solicitation. Section 8 identifies the requirements for completing the Contract as your offer to us.

3.2 **SUBCONTRACTORS:** Subcontractors may be utilized if pre-approved by the Department of Natural Resources.

Vendor shall submit a subcontractor plan detailing 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. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract. If at any time during the term of the Contract, Vendor wishes to add or change any subcontractors, Vendor shall promptly submit such requests to the Department.

End of Instructions

## SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title: **Hidden Springs State Forest Plantation Thinning**

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

### We have:

Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

Signed on the space(s) provided.

### Acknowledgment of Amendments

We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

**Offer Response Forms:** Accompanying and as part of this Offer you will find:

### For all Offers

Completed Responsibility Forms packet  
Business and Directory Information  
Completed and Signed Taxpayer Identification Number form

Political Contributions

**We have made the certification required by Public Act 95-971 and attached the State Board of Elections certificate of registration, if required.**

### For IFBs

Completed and signed Contract

**Exceptions:** In preparing the Offer we have taken (check one)

No Exceptions

Exceptions to the State's language or requirements in the following sections of the Offer:

Contract

Responsibility forms

Details of the exceptions are shown (check one)

in the text of each section of the Offer

on a separate labeled attachment

### **Request for Confidential Treatment (check one)**

We are not requesting confidential treatment for this Offer.

We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

**Protests and Negotiations**

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of negotiation of terms and conditions including, but not limited to price and any exceptions requested.

**Vendor Contact Person:** The contact person for purposes of responding to any questions the State may have is:

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
(Vendor name and DBA)

\_\_\_\_\_  
(Signature of party authorized to bind the named Vendor)

\_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

## SECTION 5 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the State and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.  
Business and Directory Information  
Political Contributions

Complete and sign the:  
Taxpayer Identification Form

You must include all of this as part of your Offer or risk disqualification.



## Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.
- (o) Department of Human Rights (DHR) Public Contract Number  
If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # \_\_\_\_\_ or attach proof of application.

## Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, [www.elections.il.gov](http://www.elections.il.gov). Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

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

or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 6 - RESPONSIVENESS**

For this solicitation, we have shown the supplies and services (Responsiveness items) we require, as well as terms and conditions under which we expect to contract with the selected Vendor, in the attached Contract. You will show your pricing and provide any other needed information directly on this Contract.

**SECTION 7 - PRICE**

For this solicitation, you will show your price in Section 3 of the attached Contract and provide any other needed information directly on this Contract.

**SECTION 8 - CONTRACT**

We expect to contract based on the terms and conditions as set forth in the following State of Illinois Contract. If you are unable to accept one or more parts of the Contract, you will need to identify any exception that you would want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests with your Offer.

Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose.

You will need to review the Contract and complete the following fields:

- Page 1 sign the contract and provide contact information
- Section 2 fill in any blanks or provide any information requested
- Section 3 insert price information
- Section 5 fill in any blanks or provide any information requested

**CONTRACT**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

- 1. **TERM AND TERMINATION**
- 2. **DESCRIPTION OF SUPPLIES AND SERVICES**
- 3. **PRICING**
- 4. **STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. **STANDARD CERTIFICATIONS**

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

**VENDOR**  
(Vendor Name) \_\_\_\_\_  
  
Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_ Date \_\_\_\_\_  
  
Address \_\_\_\_\_  
\_\_\_\_\_  
  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
  
E-mail \_\_\_\_\_  
  
Illinois Timber Buyer's License # \_\_\_\_\_

**STATE OF ILLINOIS**  
(Procuring Agency Name) Department of Natural Resources  
  
Official Signature \_\_\_\_\_  
  
Printed Name Marc Miller  
  
Title Director Date \_\_\_\_\_  
  
Designee Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Address One Natural Resources Way  
Springfield, IL 62702  
  
Phone 217-935-6860 (Kurt Bobsin) Fax 217-935-4189  
  
E-mail Kurt.Bobsin@Illinois.gov

1. **TERM AND TERMINATION**

1.1 **TERM OF THIS CONTRACT:** This contract shall commence upon the last dated signature of the Parties and shall terminate April 15, 2013.

1.2 **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.

1.3 **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.

## 2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 **GOAL:** To utilize the knowledge and expertise of the Vendor to commercially thin approximately 162 acres of 40 - 50 year old tree plantations of pine species at Hidden Springs State Forest in Prairie and Clarksburg Townships, Shelby County. The Department of Natural Resources seeks to improve forest health and forest stand vigor by reducing tree densities to levels that will maximize growth at optimum stocking conditions for the size and species of trees present, maintain white pine stocking levels to rotation age of 90 years, and convert stands to an oak-hickory forest type.

2.2 **SUPPLIES AND/OR SERVICES REQUIRED:** Currently, the areas requiring thinning contain 40 -50 year old pine plantings, predominantly white pine species. Compartment stocking levels range from 80 – 170 square feet of basal area [BA] per acre with average tree diameters from 8" – 15" [dbh]. Scotch and red pine occur in very small percentages. The total volume estimate is 21 cords or 49 tons per acre. There are moderate infestation levels, and various sizes of bush-honeysuckle occur in the understory.

Silvicultural prescription is the term used to mean the written directions that direct the treatment and removal of trees during a timber harvest or other cultural treatment operation.

### Silvicultural Prescription

2.2.1 This prescription shall be conducted on designated areas in Township 10N, Range 5E, Sections 5-7-8-18 and Township 10N, Range 4E, Sections 13-14-23-24, Shelby County per the attached maps and compartment information.

2.2.2 Vendor shall remove all red and scotch pine. Vendor shall remove approximately 1/3 rd of the white pine to a residual stocking level of no less than 100 square feet of BA/acre. Tree selection will be made using the following individual tree characteristics:

<u>Retain</u>	<u>Remove</u>
Dominant crowns	Co-dominant; intermediate; suppressed crowns
Trees with good crown ratios	Trees with poor crown ratios
Single stemmed trees	Multiple stems

Hardwood tree species in the under story will be removed except for black walnut and oak species.

2.2.3 Row spacing and subsequent equipment access is variable. Removals will be based on individual tree selection whenever possible. When access to the stand is limited due to narrow row spacing individual row thinning will be implemented. When a row is removed, individual tree selection in adjacent rows will be applied in order to reach and maintain the stated stocking goals of the residual stand. Slash shall not exceed 36 inches in height. Trees are to be utilized down to a 4 inch diameter top [d.i.b.] Stump heights will not exceed 12 inches above ground level. The maximum log length allowed for skidding is 16 feet.

### Protection and Restoration of Property/Resources

2.2.4 The Vendor must take precautions to protect any and all structures (buildings, toilets, shelters, etc.), fixtures (water hydrants, camper posts, signage, etc.) and other amenities from damage due to its tree cutting operation. If any damages are incurred from the Vendor's operations to any properties outside of the project limits as shown on the maps provided, the Vendor shall be responsible for all repairs required to restore the damaged areas to their original condition regardless of the property involved.

2.2.5 Vendor shall maintain all established roads, trails, and firebreaks within the State Forest Area in as good or better condition than they were at the start of the tree harvest operation. Vendor shall not block public roads.

2.2.6 Vendor shall conduct harvesting operations so as to protect the nests and nesting habitat of resident breeding birds during their nesting season [April 1<sup>st</sup> – August 31<sup>st</sup>].

2.2.7 The Vendor shall discontinue all operations at the direction of the Department when site conditions warrant.

2.2.8 The project area designated herein shall be open at all times for inspection by the Department and shall be posted as closed to all other public uses during the term of the contract.

2.2.9 Any deviations from the limits of the maps or requirements specified herein shall only be done with written approval of the Regional Forester.

### 2.2.10 Attachments

- Topographic Maps (2) of Hidden Springs State Forest
- Aerial Photo Designating Hidden Springs Pine Thinning Areas
- Hidden Springs Compartment Information Table

**2.3 VENDOR / STAFF SPECIFICATIONS:**

- 2.3.1 Vendor shall provide all equipment, materials, and personnel to successfully complete all phases of project as described in this contract.
- 2.3.2 Vendor shall possess a current Illinois Timber Buyer's license.
- 2.3.3 It shall be the responsibility of the Vendor to be aware of and adhere to all State and OSHA (Occupational Safety and Health Administration) regulations.
- 2.3.4 Vendor shall coordinate with the Department to establish the location, construction and use of log yarding areas to facilitate the access and removal of trees. Processing equipment may be placed at the project site subject to prior request and approval described to cultivate and/or process the trees conveyed by this contract. Cultivation and/or processing of debris may be done on the site as directed by the Department.
- 2.3.5 The risk of loss or damage to the designated trees within the project area herein purchased, from all causes whatsoever, shall be borne by the Vendor.
- 2.3.6 Vendor shall notify the Department when tree harvesting will commence. In addition, the Vendor shall supply 15 days in advance, written notice stating the date all cultural/harvesting operations on the sale area will be concluded. As of this date, or by the end of the sale agreement period, all equipment shall be removed and all provisions of this contract met.
- 2.3.7 Vendor shall pay the Department for undesignated trees cut according to the silvicultural prescription at the rate of triple the price per tree based on the bid price plus \$5 per ton.

**2.4 SPECIAL IDNR PROVISIONS:**

- 2.4.1 The Department shall not enter into any concurrent contract involving tree products in the sale area during the period covered in this contract without the written consent of the Vendor.
- 2.4.2 The Department reserves the right to inspect the operation at any time to determine whether the provisions of the contract are being carried out.
- 2.4.3 The Department reserves the right to authorize the commencement or cessation of harvest operations based upon the Department's determination as to suitability of soil conditions or other factors which could adversely impact the project area's resources.
- 2.4.4 The Department does not make any warranties or other representation regarding the quantity, quality, or value of the tree products covered by this contract.
- 2.4.5 Unless otherwise specified, all pine in the sale area is included in this sale.
- 2.4.6 The Department's representative will be the Regional Forester, or his designated representative.

Regional Forester

Kurt Bobsin  
IDNR Forest Resources  
15676 State Highway 54  
Clinton, IL 61727

Phone: 217-935-6860 (Office)  
217-840-1527 (Cell)  
Fax: 217-935-4189  
E-mail: Kurt.Bobsin@Illinois.gov

- 2.4.7 The Department is the sole owner of the property and has the authority to sell the trees as described herein.

**2.5 ASSIGNMENT AND SUBCONTRACTING:**

- 2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.
- 2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

*Subcontractors must be pre-approved by the State.*

Will subcontractors be utilized?  Yes  No

- 2.5.3 Vendor shall describe below 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.



Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_  
Address \_\_\_\_\_ Description of work \_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_  
Address \_\_\_\_\_ Description of work \_\_\_\_\_

2.5.4 The Vendor shall notify the State with requests for utilizing any additional or substitute subcontractors during the term of this contract.

**2.6 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.

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

3. **PRICING**

3.1 **TYPE OF PRICING:** Vendor shall bid a total price for the pine species specified within the designated units and according to the silvicultural prescription. The total bid shall be payable at the time of contract execution and prior to any work commencing.

100% of the lump sum bid: \$\_\_\_\_\_

3.2 **PAYMENT:** Vendor shall submit 100% of the lump sum payment identified above at the time of contract execution. The total payment must be in the form of a Cashier's Check, Certified Check, or money order, payable to the Illinois Department of Natural Resources. The payment shall be deposited into the Forestry Development Fund (905).

Send payment to: IDNR, Attn: Paul Deizman, Division of Forest Resources, One Natural Resources Way, Springfield, IL 62702.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

**4.1 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** 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 under 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 completion of the contract, and by the subcontractor for a period of three years from completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

**4.2 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.

**4.3 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

**4.4 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 of the declaration.

**4.5 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; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.6 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

**4.7 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. Neither Party shall be liable for incidental, special, consequential or punitive damages.

**4.8 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional 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.

**4.9 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State.

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

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

**4.12 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 subcontractors 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.

**4.13 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 (44 Ill. Adm. Code 750) are incorporated by reference. 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 <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

**4.14 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.

**4.15 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

**4.16 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, 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.

**4.17 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.18 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, 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.

**4.19 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. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

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

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.  
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

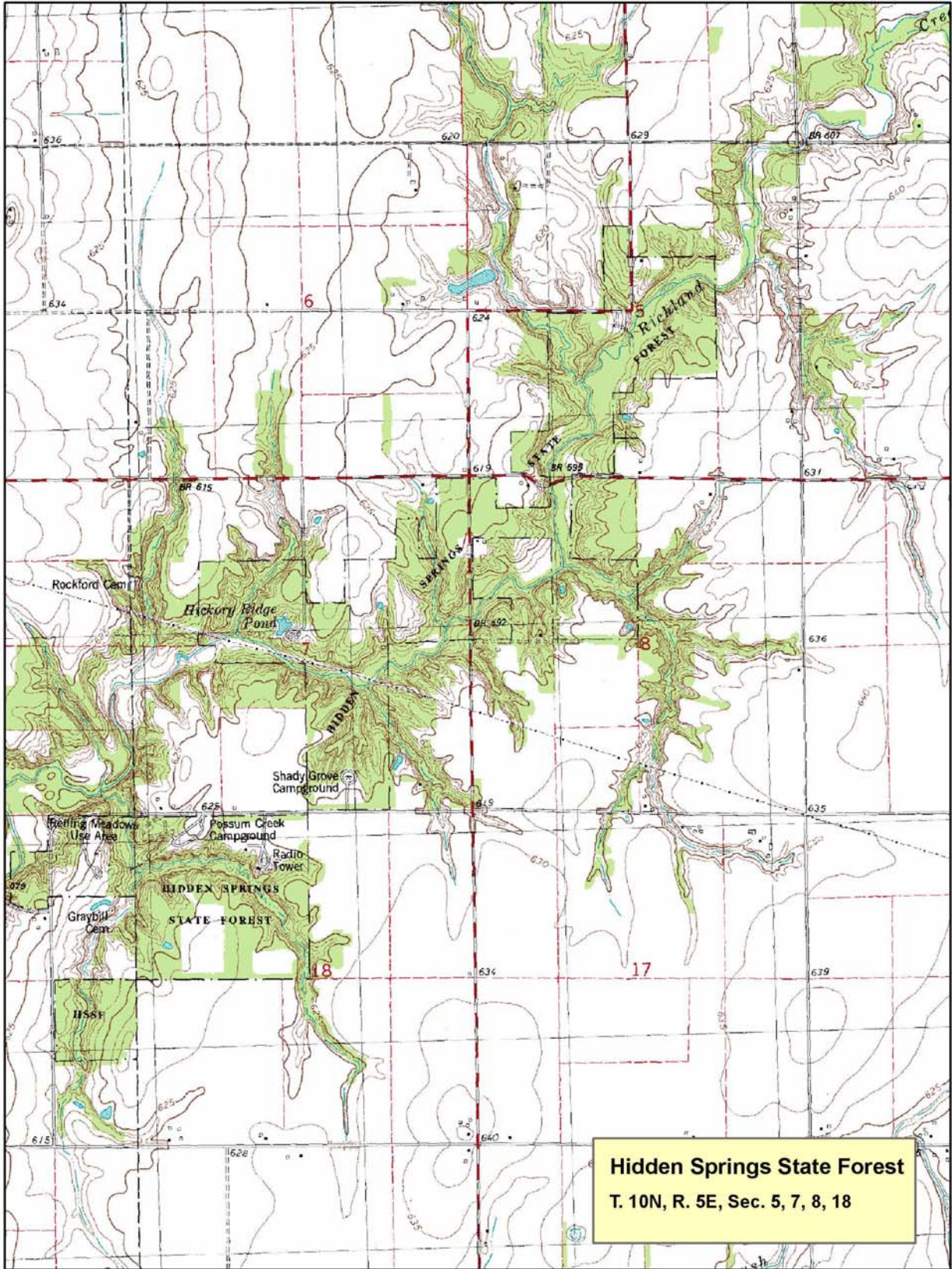
In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

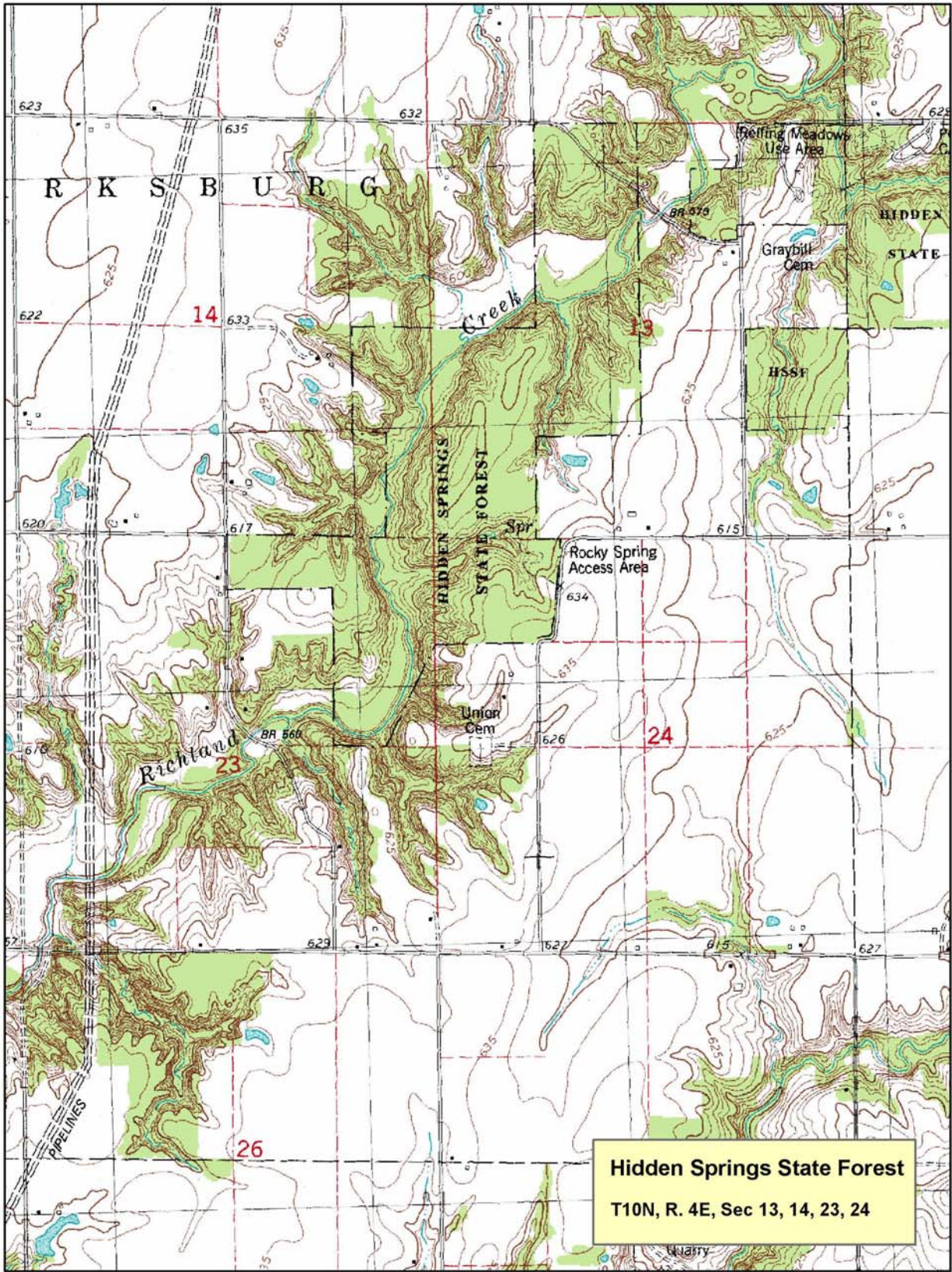
or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

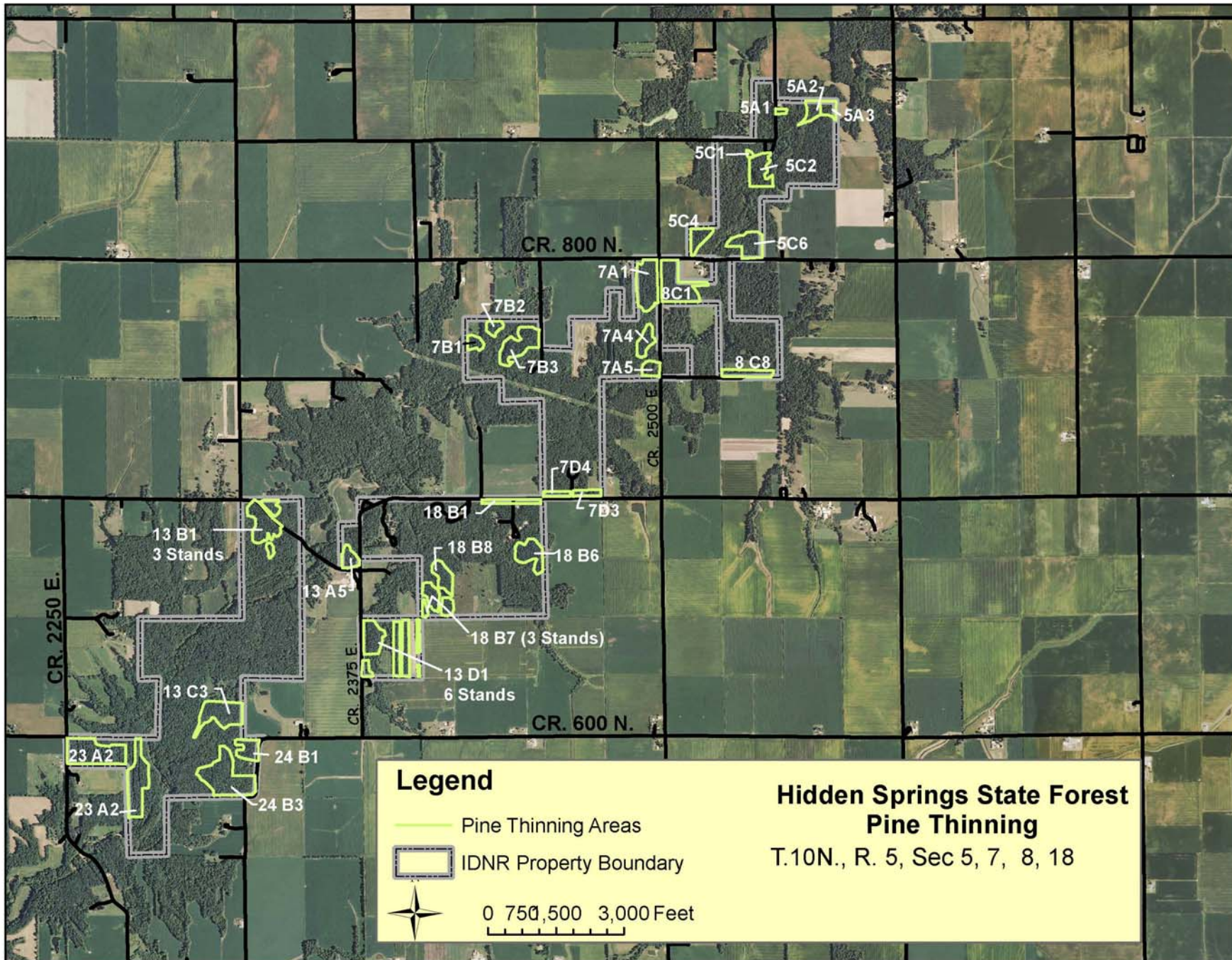












CR. 800 N.

CR. 2500 E.

CR. 600 N.

CR. 2250 E.

CR. 2375 E.

**Legend**

- Pine Thinning Areas
  - IDNR Property Boundary
- 0 750 1,500 3,000 Feet

**Hidden Springs State Forest  
Pine Thinning**  
T.10N., R. 5, Sec 5, 7, 8, 18

13 B1  
3 Stands

18 B1

18 B8

18 B6

18 B7 (3 Stands)

13 D1  
6 Stands

23 A2

24 B1

23 A2

24 B3

7B1

7B2

7B3

7D4

7B3

7A1

7A4

7A5

5C1

5C4

5A1

5A2

5A3

5C2

5C6

8C1

8 C8

# HIDDEN SPRINGS STATE FOREST PINE THINNING

## Compartment Information

<i>Unit #</i>	<i>2010 acres</i>	<i>species comp</i>	<i>BA</i>	<i>avg dbh</i>
5A1	1.2	WP;ERDC	80	8.3
5C1	1	WP;RP	110	11.2
5C4	3.4	WP;RP	120	13.1
5C6	6.8	WP;RP	110	14.2
7A1	11.1	WP;RP	120	14.9
7A4	3.3	WP;RP	130	14.9
7B1	2	SCP;WP	170	13.4
7B2	1.7	SCP;WP	140	12.9
7B3	8.4	SCP;WP	170	15.3
8C1	12.4	WP	140	15.4
13A5	3.1	WP;RP	140	15.1
13B1	10.9	WP;RP	170	14.6
13C2	3.4	SCP		
13C3	9.8	WP	140	15.0
13D1	17.1	WP;RP;SCP	126	15.3
18B6	5.9	WP;RP	150	15.2
18B7	7.9	WP;RP	130	14.7
18B8	4.9	WP;RP		
23A2	28.5	WP;RP;SCP	110	14.4
24B1	4.2	WP;RP	120	13.4
24B3	14.9	WP; RP	120	13.4

***total*            161.9**

### Species Code Key

Pine: white pine [WP]; red pine [RP]; scotch pine [SCP]; E. red cedar [ERDC]