Request for Cure

Pursuant to 30 ILCS 500/50-57, the Chief Procurement Officer for General Services may, at the request of the State Purchasing Officer and agency head, permit a cure during an active procurement if a violation or deficiency of the Procurement Code, or of the procurement rules, regulations, policies, or practices promulgated by a chief procurement officer occurs.

Instructions for Submission: Complete sections 1-3. The State Purchasing Officer should provide the "Request for Cure" form to the Chief Procurement Officer with documentation as needed to support the request.

1. Procurement Deficiency

1.1 State Agency Name	REV - Revenue
1.2 BidBuy Reference Number	27-492DOR-ADMIN-B-52055
1.3 Procurement Description	FY27-31 Child Care Services - WIB RFP
1.4 Date Agency notified SPO of the violation or deficiency	5/21/2026

1.5 Provide a clear description of the violation or deficiency, including reference to the statute, rule, regulation, CPO Notice, or practice lacking compliance.

Illinois Department of Revenue (IDOR) published an RFP on April 22nd, 2026 for Child Care Services at the Willard Ice Building in Springfield, IL. These services are at no cost to the State. The awarded vendor will charge families based on contract prices and be paid directly by enrolled families. The RFP has been published four times with each receiving zero or one proposal; however, none have been deemed responsive. Only one vendor has submitted a proposal for the last three posted solicitations. The vendor will be deemed non-responsive for not meeting the RFP mandatory requirement as listed below.

The vendor will be non-responsive due to a violation of Illinois Administrative Code, Title 44, Section 1.2040(c)(1)(A). The proposal is not responsive (i.e., it does not conform in all material respects to the submission requirements for the solicitation). The State evaluated the Offeror's substantiating evidence and responses included in the Proposed Technical Solution in accordance with RFP Section E.2. Mandatory Requirements with Evidence. The evaluation determined that the evidence submitted for E.2.5. does not satisfy the mandatory requirements of the solicitation.

RFP Mandatory Requirement E.2.5.: Vendor must provide proof of insurance as outlined under Section E.1.26. and B.10. (Terms and Conditions - No. 11).

Contract Requirement E.1.26. Vendor will carry primary comprehensive general liability insurance including the broad CGL endorsement (including product liability for food service and corporal punishment) in the amount of $1,000,000 as well as a $5,000,000 (annual aggregate) umbrella coverage. Vendor will carry vehicle liability insurance (scheduled/non-owned/hired automobiles) in the amount of $1,000,000 per occurrence combined single limit for bodily injury and property damage.

The vendor submitted a certificate of liability insurance that reflects the following:

1. An umbrella liability coverage policy with an aggregate limit of $2,000,000, along with a letter from their insurance agent stating that they are working to secure an additional $3,000,000 in umbrella coverage. To meet the RFP Mandatory Requirement E.2.5., the vendor must provide a certificate of liability insurance reflecting umbrella coverage in the amount of $5,000,000 (annual aggregate) with a policy effective date of July 1, 2026. Stacked umbrella policies will not be permitted to meet the $5 million coverage requirement.

2. The Description of Operations/Locations/Vehicles at the bottom of the certificate of liability insurance states "The Commercial General Liability policy does not exclude liability for food service or children participants from the medical payments form. CG0001 is attached along with WB3107 Childcare Services form thus providing $10,000 in accident coverage per child. Abuse Coverage is included within the CGL." However, the physical abuse endorsement is different than a corporal punishment liability

Request for Cure

endorsement and would not fulfill the requirements of the RFP. The definition of "act of physical or sexual abuse or sexual molestation" in the endorsement does not incorporate corporal punishment or physical discipline. To meet the RFP Mandatory Requirement E.2.5., the vendor must provide a certificate of liability insurance reflecting primary comprehensive general liability insurance including the broad CGL endorsement (including product liability for food service and corporal punishment) in the amount of $1,000,000. To satisfy the requirement for product liability for food service, the vendor's insurance policy must include an endorsement modifying the products/completed operations coverage.

3. An insurance policy that covers multiple day care facilities operated by the vendor. The vendor's certificate of liability insurance names Kountry Kids learning center, Inc/Neuman Inc. as the Insured and Illinois Dept of Revenue Is listed as additional insured on the General Liability policy for Loc 3 at 101 W Jefferson Street, Springfield IL 62702 per lease agreement with Neuman, Inc OBA Capital City Learning Center. Insurance policies in which coverage limits could be exhausted by occurrences arising from the vendor's non-State-related facilities will not be accepted. To meet the RFP Mandatory Requirement E.2.5., the vendor must provide coverage where the limits are dedicated to the facility at the Willard Ice Building and are not shared with, reduced by, or exhausted by claims at the vendor's non-State related facilities.

2. Justification to Cure the Violation or Deficiency

Provide a detailed explanation why the benefits of permitting a cure outweigh the potential harm to stakeholders.

By allowing the vendor to provide a corrected insurance policy that satisfies the RFP section E.2.5. requirements, the vendor's proposal would be deemed responsive and allowed to move to evaluation. The current child care services contract at the WIB expires on June 30th, 2026. If no cure is allowed, the agency will have to consider publishing a fifth solicitation, issue an emergency procurement or be forced to close the child care facility. There is concern another posting, review by the buyer and evaluation team, protest period, etc. could halt child care operations at the WIB which will affect the parents who depend on the child care services provided by the agency.

3. Recommended Action Necessary to Cure the Violation or Deficiency

Provide a clear description of the action necessary to cure the violation or deficiency, including the party(ies) that will undertake the action and the time frame to complete each action.

The Illinois Department of Revenue requests the vendor be permitted to cure and provide a certificate of liability insurance and a copy of the actual policies in full within five business days, reflecting the following: umbrella coverage in the amount of $5,000,000 (annual aggregate) with a policy effective date of July 1, 2026. Stacked umbrella policies will not be permitted to meet the $5 million coverage requirement. Primary comprehensive general liability insurance including the broad CGL endorsement (including product liability for food service and corporal punishment) in the amount of $1,000,000. The policy must reflect product liability for food service and corporal punishment. The physical abuse endorsement is different than a corporal punishment liability endorsement and would not fulfill the requirements of the RFP. The definition of "act of physical or sexual abuse or sexual molestation" in the endorsement does not incorporate corporal punishment or physical discipline. The vendor must provide coverage where the limits are dedicated to the facility at the Willard Ice Building and are not shared with, reduced by, or exhausted by claims at the vendor's non-State related facilities. An insurance policy where there is a possibility of limit exhaustion due to occurrences at the vendor's non-State related facilities will not be permitted.

4. Agency Head and State Purchasing Officer Attestation

The agency head (designee not permitted) and State Purchasing Officer (SPO) individually attest: "I believe the integrity, transparency, and efficiency of the procurement can be maintained while permitting the cure."

Agency Head Name		Date	
Agency Head Signature	David Harris Digitally signed by David Harris Date: 2026.05.27 14:26:58 -05'00'		

Request for Cure

SPO Name	Heather Crain	Date	May 27, 2026
SPO Signature	Heather Crain Digitally signed by Heather Crain Date: 2026.05.27 15:13:36 -05'00'		

5. Required Action to Cure or Rationale for Denying the Cure Request

The vendor may provide a certificate of liability insurance and a copy of the actual policies in full to the Agency within five business days from the CPO-GS's signature below reflecting the following: umbrella coverage in the amount of $5,000,000 (annual aggregate) with a policy effective date of July 1, 2026.

6. Chief Procurement Officer for General Services Determination

6.1 ☒ I authorize curing the violation or deficiency when following the action in section 5.

6.2 ☐ I deny the request to cure the violation or deficiency in subsection 1.4 based on the rationale in section 5.

Ellen H. Daley Signature	Ellen Holzman Daley Digitally signed by Ellen Holzman Daley Date: 2026.06.01 13:11:30 -05'00'	Date	Jun 1, 2026