



Illinois State Board of Education

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Chairman

Christopher A. Koch, Ed.D.
State Superintendent of Education

To: Eligible Bidders

From: Christopher A. Koch, Ed. D.
State Superintendent of Education

A handwritten signature in black ink that reads "Christopher Koch".

Date: October 18, 2011

Subject: REQUEST FOR SEALED PROPOSALS (RFSP): Illinois Kindergarten Individual Development Survey.

General Information

Purpose of RFSP: The Illinois State Board of Education (ISBE) is seeking a contractor to provide services related to the development and administration of the Illinois Kindergarten Individual Development Survey ("KIDS"). KIDS is envisioned as a comprehensive process designed to provide information about children's competencies across developmental domains over time and to inform whether Illinois' kindergarteners have the skills and knowledge needed to succeed in school. The contractor will develop KIDS by adapting an existing kindergarten readiness instrument that will conform to the goals and standards outlined in this RFSP and align with the [Illinois Early Learning and Development Standards, as proposed](#), the [Illinois Learning Standards for Kindergarten](#), the [Social and Emotional Learning Standards](#), and the [New Illinois Learning Standards](#) Incorporating the Common Core for English Language Arts and Mathematics. The successful bidder to this solicitation will be contracted for these services and programs by ISBE.

Eligible Bidders: For-profit entities, not-for-profit organizations, educational associations, and private contractors and institutions with existing kindergarten readiness instruments that are currently used to analyze individual student development are eligible to apply provided they can demonstrate the qualifications required by this RFSP.

Contract Period: The contract period will begin no sooner than January 1, 2012 and will extend from the execution date of the contract to June 30, 2017.

ISBE, at its sole discretion and contingent upon available funding, may renew the contract beyond the initial contract period. The contract will not renew automatically. If renewed, this contract may be continued for an additional term of up to four consecutive years. Funding in any subsequent year will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The renewal shall be subject to the same terms and conditions as the original contract unless otherwise stated in the cost proposal.

Funding Source: Illinois is seeking competitive federal funding through the [Race to the Top Early Learning Challenge](#) to partially support the development and implementation of KIDS. For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), bidders are advised that the state anticipates that, if Early Learning Challenge funding is received, the total amount of federal funding available for the initial contract period will be \$2,974,000, and 31.4% of the funds for this program will be derived from federal sources. It is anticipated that the funding for the initial contract period will not exceed \$1,508,500 in year one, \$1,888,500 in year 2, \$3,493,000 in year 3 and \$2,588,000 in year 4. ISBE has allocated \$1,523,500 of the state's Early Childhood Block Grant for the current fiscal year (*i.e.*, FY 2012) for the implementation of KIDS and expects to continue to allocate funding at this level through the initial contract period. Any federal funding received will be in addition to, and will not replace or supplant, this state funding commitment.

Proposal Deadline: Proposals will be received by mail or in person in the Fiscal and Procurement Division of the Illinois State Board of Education until **4:00 p.m. CST** on December 19, 2011.

No late proposals or electronically transmitted proposals will be accepted. Proposals should be addressed and sent to the following address:

Sherri Sullivan
State Purchasing Officer
Fiscal and Procurement Division W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Background

In early 2010, State Superintendent of Education Christopher Koch invited a group of educators, advocates, and experts to participate in a planning initiative to explore whether and how to adopt an Illinois statewide kindergarten readiness survey. After hearing from national experts and administrators in other states, and engaging in much research and discussion, the Kindergarten Readiness Stakeholder Committee--comprised of school administrators, teachers, university faculty, researchers, and education advocates representing all parts of the state--recommended a kindergarten readiness survey process, referred to as the Illinois Kindergarten Individual Development Survey ("KIDS"). KIDS moves away from a one-time "readiness" snapshot of children as they enter kindergarten toward a more developmentally appropriate, survey-based process that will yield data that can be used at multiple levels and for varying purposes, including guiding classroom instruction decisions, policymaking, and resource allocation.

The Committee found that a kindergarten readiness survey is a critical step toward establishing a strong preschool-to-elementary learning continuum and aligning early childhood and K-12 education systems. The survey will also serve as an essential component in early childhood/elementary teacher preparation programs and professional development programs for educators in areas such as child development and use of data to individualize instruction. The Committee further determined that a kindergarten readiness survey will inform education policy at the state level by identifying crucial service gaps for young children, gauging the effectiveness of early childhood programs, and assisting in crucial resource allocation decisions. Based on these principles, the Committee developed the following goals for the development of the KIDS process:

1. Promote the success of every child by providing key adults with a clear picture of a child's developing strengths across multiple domains.
2. Guide professional development for teachers from early childhood through 3rd grade.
3. Support alignment of early childhood and elementary school systems according to the proposed Illinois Early Learning and Development Standards, Illinois Learning Standards for Kindergarten, the Social and Emotional Learning Standards, and the New Illinois Learning Standards Incorporating the Common Core for English Language Arts and Mathematics.
4. Document the important role that early childhood programs play in preparing children for elementary school.
5. Enable the state to identify, monitor, and strategically respond to district, school, teacher, and student needs over time.

Adequately evaluating whether Illinois' kindergarteners have the skills and knowledge needed to succeed in school will involve more than administering a single assessment. Accordingly, the KIDS process will be based on a comprehensive, multi-step strategy for learning about children's competencies across developmental domains over time. ISBE anticipates that a key component of the KIDS process will be observations conducted by teachers throughout the school year.

The Committee has identified eight priorities for KIDS:

1. Promote alignment, learning expectations, and smooth transitions from a variety of early childhood environments to kindergarten, as well as from kindergarten to early elementary grades.
2. Strengthen collaborations between families, early childhood programs, elementary schools, families, and broader communities and support transitions to foster children's development.
3. Provide ongoing professional development for teachers and school administrators.
4. Measure child development across multiple domains of growth including: (i) physical well-being and motor development, (ii) social and emotional development, (iii) approaches toward learning, (iv) language development, and (v) cognition and general knowledge.
5. Evaluate children's development utilizing observational analyses repeated over time in a natural, comfortable setting (such as the child's classroom) to yield the most valid, authentic information about young children and their development.
6. Employ valid and reliable methods.
7. Address the needs of children of varied cultural and linguistic backgrounds.
8. Include strategies for children with special needs, including developmental delays, disabilities, or traumas.

KIDS must incorporate the complexities of child development to provide the most valid, authentic information about children. The process will yield data that can be used at multiple levels and for varying purposes, including providing aggregate statewide data to inform policy decisions, guiding classroom instruction on an individual child basis, aligning early childhood and K-12 systems, and strengthening professional development opportunities.

Proposals submitted in response to this RFSP must address how the instrument (or instruments) selected by the applicant, as adapted to meet the requirements of this RFSP, will address each of the Committee's goals and priorities for KIDS. These goals and priorities are discussed in further detail in the Committee's report, "New Beginning: The Illinois Kindergarten Individual Development Survey," which can be accessed at: http://isbe.net/assessment/pdfs/agendas/KIDS/KIDS_report.pdf.

Scope of the Work

The selected contractor must have a demonstrated record of effectiveness in performing services related to the comprehensive assessment and analysis of early childhood development and learning benchmarks. The contractor will be responsible for developing, implementing, and administering the KIDS process, as well as providing training, support, and professional development to educators. The contractor must ensure that the development and administration of KIDS complies with the specific goals and standards described in this RFSP.

Contract Deliverables: The selected entity will be responsible for the following activities.

1. Selection and Adaptation of a Survey Instrument.

The KIDS process must be adapted from an existing instrument (or instruments) that is currently in use and is valid, reliable, and appropriate for the target population and for the purposes for which it will be used. The selected instrument must meet research-based psychometric standards of reliability and validity and reflect best practices for evaluating the development of young children. The contractor will be responsible for selecting an instrument(s) that, with any necessary adaptations approved by the state, meets the following goals and standards.

A. Align with Educational Standards and Cover all Essential Domains of School Readiness.

The selected instrument must align with the [proposed Illinois Early Learning and Development Standards](#), [Illinois Learning Standards for Kindergarten](#), [Social and Emotion Learning Standards](#), and the [New Illinois Learning Standards](#) Incorporating the Common Core for English Language Arts and Mathematics as applicable to kindergarten and early elementary grade levels. Illinois' Early Learning Standards were first adopted in June 2000 after being developed by ISBE with significant input from educators across the state. Revisions to the Early Learning Standards have been proposed to appropriately address learning and development from birth to kindergarten entry, and to align with Illinois' Learning Standards for students in K-12 education. Once adopted, the revised standards will be referred to as Early Learning and Development Standards. Bidders should assume that the proposed Early Learning and Development Standards will be adopted with minimal modification. See <http://www.isbe.net/ils/Default.htm> for more information on the Illinois Learning Standards Incorporating the Common Core Standards for English Language Arts and Mathematics and the Illinois Learning Standards and benchmarks for learning in science, social science, physical development and health, arts, foreign language, and social/emotional development. If any adaptations are required to align the selected instrument to these standards or other requirements of the RFSP, the contractor will be required to demonstrate that instrument's validity and alignment through a detailed analysis.

The KIDS instrument must include observations of young children across all the "Essential Domains of School Readiness." As defined by the Race to the Top Early Learning Challenge, "Essential Domains of School Readiness" means the domains of language and literacy development, cognition and general knowledge (including early mathematics and early scientific development), approaches toward learning, physical well-being and motor development (including adaptive skills), and social and emotional development. KIDS should engage educators in a process that will document each child's attainment and progression of knowledge and skills in each of these domains.

B. Provide Valid, Reliable, and Appropriate Data for the Target Population, Including English Learners and Students with Disabilities.

The contractor is responsible for ensuring that KIDS provides a valid, reliable, and appropriate analysis of all children's development, including English learners and children with disabilities. The KIDS process must be inclusive of children with varying special needs and allow every child to demonstrate their developing skills and competencies. In addition to naturally occurring differences in how children learn, children with developmental delays, disabilities, or language barriers need assessments adapted to allow them to successfully demonstrate skill progression. The contractor must incorporate methods into the KIDS process that ensure accessibility by all students and provide accommodations for students with disabilities where necessary. The KIDS process must also be appropriate for children of varied cultural and linguistic backgrounds and must incorporate methods that are linguistically and culturally sensitive to each individual child.

The instrument should incorporate observation and other methods that can offer trained observers a more accurate picture of children's emergent abilities than paper-and-pencil assessments. To ensure such results, the contractor will work in cooperation with ISBE and the KIDS Implementation Committee to establish policies, procedures, and strong professional development programming to ensure that educators are using the instrument reliably and that the data collected are meaningful. Particular attention will be paid to how the instrument functions across diverse groups of children and evaluators, as well as how the data are used within schools and with families, early childhood programs, and the broader community.

Precautions will also be taken to ensure data are analyzed and reported in ways that are consistent with the intended purposes and psychometric properties of the instruments selected, as recommended by the National Research Council. Finally, to ensure that parents in Illinois' large and diverse linguistic communities can engage in the KIDS' process, all reports intended for families must be made available in English, Spanish, and other languages that may be requested by school districts.

C. Align with the State's Participation in Multi-State Consortia.

ISBE, on behalf of the 23-state World-Class Instructional Design and Assessment (WIDA) Consortium, has been awarded a grant by the U.S. Department of Education for the Spanish

Academy Language Standards and Assessment project (SALSA) to develop and implement Spanish language development (SLD) standards for students and to develop a practical, reliable, and valid Spanish language proficiency assessment system for students in kindergarten and grades 1 and 2. In Illinois, 25% of the population under five is Latino, and ensuring reliability for the state's growing population of culturally and linguistically diverse learners is a particular concern in developing KIDS. Therefore, planning for the KIDS process will be integrated with development of the SALSA grant to ensure that the observational methodology of the survey will enable all children to demonstrate their abilities. The contractor will coordinate with ISBE to integrate the development and implementation of KIDS with the development of the SALSA grant to ensure that the observational methodology of KIDS will enable all children, including English language learners, to demonstrate what they know and can do.

Illinois is also one of eleven governing states for the Partnership for Assessment of Readiness for College and Careers (PARCC) (one of two multi-state assessment consortia funded through the federal Race to the Top Assessment competition). Recognizing the importance of high-quality instruction in the early grades, PARCC has allocated approximately \$10 million to design and develop optional K-2 formative assessment tools that monitor students' readiness and conform to guidelines established by the National Association for the Education of Young Children. Achieve, the project manager for PARCC, is convening a technical working group and commissioning a white paper to address how these assessments should align and integrate with kindergarten readiness efforts. The contractor will participate in an initiative with members of ISBE's KIDS Implementation Committee to ensure alignment of PARCC's K-2 assessment development and KIDS.

D. Conform with the Recommendations of the National Research Council Reports on Early Childhood.

The National Research Council released a report on early childhood assessment in 2008 (National Research Council, 2008)¹ that outlined principles and made recommendations that are applicable to KIDS, including:

- Assessments should be designed for specific purposes;
- Decisions made about assessments should be guided by the purpose of the assessment;
- Assessments should meet the highest standards of evidence in terms of psychometric properties; should be appropriate for children of different ages and developmental levels and from different ethnic, racial, and linguistic backgrounds; and should be holistic in terms of the domains or areas of development and learning that are assessed;
- Assessments should be conducted within a coherent system of services; and
- Considerable resources are needed to ensure that data are collected and used appropriately and effectively, including:
 - Professional development to ensure the assessment is administered appropriately;
 - Professional development on how to use results to plan instruction and other services for individual children;
 - Careful and appropriate analysis and reporting of results; and
 - Accurate and valid interpretation of the results.

The contractor must ensure that the KIDS process follows these principles and recommendations. The contractor will be evaluated, in part, each year on evidence of having met these criteria.

E. Readily Adaptable for Administration to Students in Pre-K through Grade 2.

The selected instrument should either have existing versions for students in pre-K programs and grades 1 and 2, or be readily adaptable for use at those levels. Although the proposed timeline for

¹ National Research Council. (2008). *Early Childhood Assessment: Why, What, and How*. Committee on Developmental Outcomes and Assessments for Young Children, C.E. Snow and S.B. Van Hemel, Editors. Board on Children, Youth, and Families, Board on Testing and Assessment, Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press. Available at http://www.nap.edu/catalog.php?record_id=12446.

the initial implementation of KIDS focuses on administration of the instrument to kindergarten students, the instrument should have available versions, be readily adaptable, for students in pre-K through grade 2. ISBE may pursue implementation of the KIDS instrument in those additional grade levels during any renewal term of the contract, subject to available funding.

2. Training and Support for Evaluators.

The contractor will provide training and support to educators who will be involved in administering KIDS and performing observations and other student evaluations. To ensure that the information obtained through the KIDS process is valid and reliable, teachers must be provided with initial and ongoing training and support focused on collecting and interpreting data. Teachers and administrators must be fully trained and supported in using the instruments selected to yield valid and reliable results for all children, including those with special needs and those coming from varied cultural and linguistic backgrounds.

The contractor will provide training and support for teachers in authentic observational assessment techniques designed to sharpen their awareness of their students' skills, while gaining a strengths-based, developmentally appropriate perspective on children's growth across the interrelated domains that affect learning. Teachers and other educators will be trained to use the KIDS process to develop a documented, detailed, evidence-based picture of each child and use that information as a roadmap for supporting the child's journey into the early elementary grades.

The contractor will be responsible for providing all training necessary for the effective implementation, administration, and interpretation of the survey, which will include training teachers to:

- A. Administer all portions of the survey;
- B. Reliably and consistently evaluate students using the survey instruments;
- C. Accurately report data into a web-based system;
- D. Obtain reports, analyze data, monitor progress over time, and use data to reflect upon and adjust curriculum and teaching methods; and
- E. Use survey results to communicate with parents.

The contractor will provide at least two days of in-person training on observation protocols and KIDS administration to every participating kindergarten teacher, with follow-up on-line training modules in subsequent years. In-person training will occur in the late summer of each year at multiple locations throughout the state where KIDS will be administered.

The training sites will be determined by the location of schools that participate in implementation of the survey. During school year 2012-2013, KIDS will be administered as a pilot program to a limited number of schools representing a cross-section of the state, and will be expanded for the second-phase implementation during school year 2013-2014. Statewide implementation is anticipated during school year 2014-2015 and the remaining years of the contract term. The proposed project timeline, outlined in the table below, provides a brief summary of the major project activities and corresponding timeframes for implementation if federal funding for KIDS is received. If, however, federal funding is not received, the implementation may be altered, and the timeline may be adjusted for a slower phase-in.

3. Ongoing Professional Development.

The contractor will provide ongoing professional development opportunities and materials to teachers who conduct surveys and their administrators, as well as to teachers and administrators working with children across the birth to age-eight spectrum on the meaning and potential uses of KIDS data. Educators should be trained to use information from KIDS to inform teams of educators who interact with a child to support individual growth over time and across multiple dimensions. Professional development opportunities will also promote an understanding and knowledge of the relationship between the KIDS process; survey results; and the proposed Illinois Early Learning and Development Standards, Illinois Learning Standards for Kindergarten, Social and Emotional Learning Standards, and the New Illinois Learning Standards Incorporating the Common Core for English Language Arts and Mathematics in a manner that enhances curriculum planning in schools.

Each administering school district, or consortium of districts, will establish at least one "KIDS Coach" for every 25 teachers to monitor variability of KIDS administration and use of KIDS data. Each building will also have a

“Common Core Champion” to lead cross-grade level discussions and engage in site-based curriculum alignment. The contractor should create opportunities for joint and integrated professional development for educators across pre-K programs and grades K-3, as well as KIDS Coaches and Common Core Champions. These programs should promote the effective use of KIDS data to both inform and support pre-K program improvement and to help guide instruction and curriculum for children as they advance through grades K-3. The contractor must develop at least one professional development module focused on use of KIDS data in cross-grade level discussions and observations by early elementary instructors across all the Essential Domains of School Readiness. This module will be developed in coordination with ISBE staff working on implementation of the Common Core standards and will be a required training for all KIDS Coaches, Common Core Champions, and early elementary education staff.

School administrators should also be trained to use KIDS data to help drive effective communication and collaboration with families and the community; align instruction across the early elementary years; identify effective instructional and intervention strategies; and prioritize local resource needs such as new materials or additional professional development. Finally, as data is collected and analyzed at the school, district, and state levels, early childhood teachers and administrators should be trained to examine trends and identify program strengths and needs.

The contractor will be responsible for developing professional development training programs and for providing all professional development, training, and support during the initial 5-year term of the contract. During any renewal term and after the conclusion of the contract term, ISBE will have the unlimited and perpetual right to license and self-administer all professional development training programs and related materials developed by the contractor. ISBE will own all rights to the professional development training program developed and initially administered by the contractor, and ISBE’s use and licensing of such training programs and related materials will be at no additional cost to ISBE.

4. Administration of the KIDS Process.

The contractor will administer the KIDS process, including multiple opportunities for observation and analysis of student progress indicators throughout the school year. The contractor must print and provide to ISBE and all participating districts and schools all necessary student and evaluator materials and provide technical support and services related to the production and interpretation of survey results. The contractor must perform all of the following primary tasks, as well as any supporting tasks.

- A. Develop, in coordination with ISBE, a schedule for KIDS administration, scheduling all tasks, subtasks, and activities to be conducted to develop, print, deliver, analyze, and report results of observations and other evaluations throughout the school year;
- B. Develop all survey materials and supporting materials for evaluators, teachers, and administrators;
- C. Complete layout, proofing, printing, and distribution of all such materials;
- D. Provide appropriate data management and security services to protect student data;
- E. Develop and distribute all necessary training and technical support materials to educators; and
- F. Provide technical assistance to teachers during the school year on implementation of the survey and any related electronic or web-based systems and tools, including all systems for analyzing and reporting data.

5. Coordination with the KIDS Implementation Committee and KIDS Coordinator.

ISBE has convened an advisory committee to oversee the implementation of KIDS (“KIDS Implementation Committee”). The Committee includes members drawn from a cross-section of organizations, universities, state education agencies, advocacy groups, and the philanthropic community who have a high degree of expertise in child and program assessments, data systems, program evaluation, cultural and linguistic diversity, special education, and professional development. The KIDS Implementation Committee is charged with advising ISBE as it considers evaluation tools and potential enhancements to existing instruments; providing background, research and advice on communications planning, professional development and training, and financial resource needs; and offering expertise on how to best build a high-quality data system to support and improve children’s learning. ISBE also plans to hire a KIDS Coordinator who will manage the work of the KIDS Implementation Committee.

The contractor will consult and coordinate with the KIDS Implementation Committee and the KIDS Coordinator in the implementation of KIDS.

6. Data Analysis and Reporting.

A. Establish a Web-Based System for Data Reporting.

The contractor will establish a secure web-based system for collecting, analyzing, and viewing student outcome data. This system should allow kindergarten teachers to enter and review student data and results after conducting observations and other evaluations. The contractor will be responsible for gathering, analyzing, reporting, and aggregating data entered by teachers. Proposals submitted in response to this RFSP should include a description of tools or methods the contractor will use to ensure that data is kept secure and error-free.

B. Integrate Student Data into the State Longitudinal Data System and ISBE Student Information System.

ISBE will integrate and report individual student results through the [State Longitudinal Data System](#) ("SLDS") and [Student Information System](#). The ISBE Student Information System ("SIS") is a state-level web-based system through which extensive student and program level data is collected. The SIS currently serves as the backbone of ISBE's data warehouse. Each child is assigned a unique student identifier (ID) which is a randomly created identification number assigned at the time the child is initially enrolled in school or a birth to 3 or preschool program. These unique student ID numbers are used by the SLDS and SIS.

The contractor will be responsible for incorporating student outcome data into data files that include each student's unique student ID and will be transmitted to ISBE on a real time basis. Each student's outcome data will become a part of the student's profile maintained on the SLDS and SIS.

C. Integrate the Web-Based System with the Illinois Shared Learning Environment.

Illinois is establishing the Illinois Shared Learning Environment (ISLE) to provide a technology platform for personalized instruction and give preschool and K-12 educators access to performance reports, instructional resources, and collaborative communities. The web-based system to be developed by the successful contractor for entering KIDS results and viewing reports must be integrated into ISLE. This integrated system will provide teachers with "single sign-on" access, through a common portal, to KIDS administration tools and reports and other resources available through the ISLE. KIDS data will be entered into the ISLE, where teachers can access information to identify a student's progression toward learning and developmental benchmarks and obtain additional resources and supports to address an individual student's or group of students' personalized learning needs.

D. Develop Reports of Individual and Aggregate Student Data in Formats that will Serve the Goals of KIDS.

KIDS data will be used to improve and align instruction across preschool programs and grades K-3. Theoretically, information gleaned from back mapping data will be used to identify strengths and needs in pre-kindergarten programs to close the school readiness gap, while formative information will be used to improve kindergarten instruction and align instructional activities across all the Essential Domains of School Readiness through the early elementary grades. Data will also be used to inform statewide education policies and programs and publicly report on kindergarten readiness outcomes. The contractor will coordinate with ISBE to develop reports of both individual and aggregated student data that will be useful in pursuing these goals.

Individual student data should be converted into easy-to-read formats for teachers to share with families, along with suggestions for activities families can do at home to support specific areas of strength or need. Data collected through the KIDS process will be aggregated by the contractor to provide reports by classroom, school, district, and state. Aggregated KIDS data will also be made available to early childhood centers and preschool programs to document the effectiveness of early childhood programming, make families and preschool teachers aware of elementary school expectations for children, and examine trends to identify program strengths and needs.

The contractor will also coordinate with ISBE to design and develop a "Preschool to Kindergarten Feedback Report" that will be available to preschool program directors through a secure portal in the

ISLE environment. This report will provide preschool program directors with aggregated KIDS outcome data (with small cell sizes masked for confidentiality) from children that previously attended the program with comparison to district- and statewide averages. Through the Preschool to Kindergarten Feedback Report, preschool program directors can obtain critical information to support alignment and program improvement activities.

The contractor may be asked to provide student data reports at multiple points throughout the year, including within the first two months of kindergarten entry and at the end of the year.

7. Cooperation with a Research-Based Study of KIDS Implementation and Ongoing Improvement.

ISBE will identify an external evaluator to partner with ISBE and the successful contractor on the design, implementation, and reporting of KIDS. Validation of the KIDS instrument will be done through direct assessment of a stratified random sample of kindergarten children using a battery of valid, reliable measures of language, early literacy, early math, and social emotional skills. The evaluation will also include focus groups and surveys of teachers, principals, and parents.

Data collected during the pilot implementation in the 2012-2013 school year and the second phase implementation in the 2013-2014 school year will be used by the external evaluator to support a research-based study on the implementation of KIDS and its connection to student outcomes. Results of the study will be provided in the 2014-2015 school year and will address the following issues.

- The reliability and validity of the instrument and its administration across diverse groups of children and evaluators;
- The variability of results within and across schools and districts;
- Whether training was delivered as intended, and adequately prepared teachers for the observational protocols;
- How the data are used with schools, families, early childhood programs, and the broader community;
- Recommendations for adjustments and improvements to the instrument, training for educators, and/or the reporting of data; and
- Recommendations for changes to state preschool and early elementary policy to achieve the broader objective of KIDS -- closing the school readiness gap and improving preschool through early elementary instructional alignment.

The contractor will work in partnership with the external evaluator and cooperate in providing all data necessary to complete the research-based study and developing a response to the study's recommendations. ISBE anticipates that adjustments based on the study will be incorporated into the terms of any future renewal or extension of the contract with the successful bidder.

Proposed Project Timeline

The proposed project timeline* is set forth below.

Timeframe	Activity
Spring 2012	➤ Assist in identifying districts and schools to participate in KIDS pilot program.
Summer 2012	➤ Train kindergarten teachers and administrators in districts selected to participate in pilot program during SY 2012-2013 and establish procedures to ensure reliability.
SY 2012-2013	➤ Begin KIDS pilot program to approximately 5,000 student in approximately 200 schools, with a representative sample of students based on demographics, income, cultural/linguistic backgrounds, and geography

	<p>(including a subset of schools in Chicago, suburban school districts, and rural school districts).</p> <ul style="list-style-type: none"> ➤ Provide ongoing professional development and support to participating teachers and administrators. ➤ Collect student data and report individual and aggregated outcomes.
Spring 2013	<ul style="list-style-type: none"> ➤ Assist in identifying additional schools and districts to participate in phase two implementation.
Summer 2013	<ul style="list-style-type: none"> ➤ Train kindergarten teachers and administrators in schools and districts selected for phase two implementation during SY 2013-2014 and establish procedures to ensure reliability. ➤ Cooperate and assist with the collection of data and feedback to support a research-based study and other assessments of KIDS implementation.
SY 2013-2014	<ul style="list-style-type: none"> ➤ Implement KIDS second phase implementation, including administration of the program to up to: <ul style="list-style-type: none"> • All kindergarten students in the Chicago Public Schools district (approximately 30,000 students); • At least 20% of the kindergarten cohort in public schools outside of Chicago (approximately 24,000 students). ➤ Provide ongoing professional development and support to participating teachers and administrators. ➤ Collect student data and report individual and aggregated outcomes.
Summer 2014	<ul style="list-style-type: none"> ➤ Train kindergarten teachers and administrators in all Illinois public school districts. ➤ Cooperate and assist with the collection of data and feedback to support a research-based study and other assessments of KIDS implementation.
SY 2014-2015	<ul style="list-style-type: none"> ➤ Implement KIDS statewide, with up to all students enrolled in public kindergarten participating (approximately 150,000 students). ➤ Provide ongoing professional development and support to teachers and administrators statewide. ➤ Collect student data and report individual and aggregated outcomes. ➤ Cooperate in developing a response to the recommendations of the research-based study of KIDS implementation. Assist in evaluating strategies for using KIDS data to further the goals identified by ISBE.

**If the state does not receive Early Learning Challenge funding, the proposed project timeline may be adjusted. Alternatively, the project may be funded by state appropriations on an annual basis, but the scope of the work may be reduced and/or altered.*

Work Plan Requirements: The contractor must provide a work plan that describes in detail how the requirements set forth in this RFSP (and, specifically, each element of the *Scope of Work*) are proposed to be accomplished. The Work Plan must include:

- A detailed proposed project timeline for development and implementation of the KIDS including each activity identified in the *Scope of Work*. The bidder's proposed timeline should be consistent with, but include considerably more detail than, the proposed project timeline included within this RFSP.

- A detailed description of how the bidder will accomplish each element of the *Scope of Work* and the proposed roles and responsibilities of the bidder and ISBE in performing each element of the *Scope of Work*, including:
 - Selection and adaptation of a survey instrument(s) that:
 - Aligns, as demonstrated through a detailed crosswalk analysis, with the learning standards specified in the *Scope of Work* and includes observation-based evaluation across all Essential Domains of School Readiness;
 - Is valid, reliable, and appropriate for the target population, including English language learners and students with disabilities;
 - Aligns with the state’s participation in the multi-state consortia described in the *Scope of Work*; and
 - Conforms with the recommendations of the National Research Council Reports on Early Childhood, as described in the *Scope of Work*.
 - Is available in, or readily adaptable to, versions appropriate for administration to students in pre-K through grade 2.
 - Development and implementation of training and support tools for evaluators.
 - Development and implementation of ongoing professional development for evaluators and other educators and administrators.
 - Administration of the KIDS process in accordance with the schedule described in the proposed project timeline.
 - Coordination with the KIDS Implementation Committee and the KIDS Coordinator.
 - Data analysis and reporting, including establishing a web-based system and integrating the system into the SLDS, SIS, and ISLE.
 - Cooperation with a research-based study of KIDS implementation and ongoing improvement.
- A description of the rights ISBE will have in the data collected and the KIDS instrument and related materials prepared by the bidder in the event ISBE elects to renew or discontinue the contract with the selected entity. During any renewal term and after the conclusion of the contract term, ISBE must have the unlimited and perpetual right to license and self-administer all professional development training programs and related materials developed by contractor.

Required Contractor Qualifications: The contractor’s proposal must describe the contractor’s organization, identify key personnel who will be responsible for the activities described in this RFSP, and identify the number of personnel required to complete the activities described in the *Scope of Work*. Describe the qualifications and experience of the contractor and key staff assigned to the contract in performing work of a similar nature, including, but not limited to, relevant knowledge and experience in the following areas:

- Pre-K through early elementary learning and child development;
- Development and implementation of kindergarten readiness programs;
- Administration of statewide programs or assessments similar to KIDS, including, but not limited to, the survey instrument(s) selected by the contractor;
- Education and evaluation of children with disabilities;
- Education and evaluation of English language learners; and
- Administration of training and professional development programs for educators using the selected instrument(s) and other professional development programs for pre-K and/or early elementary educators.

The proposal should also provide:

- A description of the contractor’s organization;

- A list of all contracts including contract numbers that the contractor has had with ISBE during the past five years (do not include contracts with public entities such as Regional Offices of Education, schools, etc.); and
- The names, addresses, and telephone numbers of four business references from entities for which similar services have been provided (these references should not be from ISBE employees or members of the Board). List the type of services performed and dates of service.

Compliance with the Information Technology Accessibility Act: All information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act (see <http://www.dhs.state.il.us/iitaa>).

Submission Requirements: Proposals must be submitted in five parts as follows. Each subpart of the proposal must be packaged separately and clearly labeled with the RFSP title, the bidder’s name, and the wording: “SEALED PROPOSAL -- DO NOT OPEN.”

Parts	Components	Copies
I.	Narrative Description of the Proposed Work	Original and five (5) hard copies
II.	Cost Proposal	Original and five (5) hard copies
III.	Certifications including: <ul style="list-style-type: none"> • Standard Certifications • Acknowledgement of Amendments or Addenda (applicable only when addenda is posted to the Illinois Procurement Bulletin) 	Original and one (1) hard copy
IV.	Compact Discs (CDs)	Four CDs including: <ul style="list-style-type: none"> • Two (2) CDs including Part I (Narrative Description of the Proposed Work) and Part II (Cost Proposal) in a Microsoft® Word file • Two (2) CDs including Part I (Narrative Description of the Proposed Work) and Part II (Cost Proposal) in a PDF file
V.	Redacted Version	One (1) hard copy (Refer to Freedom of Information section below)

Freedom of Information: Proposals submitted in response to this RFSP are subject to public release under the [Illinois Freedom of Information Act \(FOIA\) \(5 ILCS 140\)](#) and other applicable laws and rules. Bidders *must* submit a redacted version of their proposal and *may* request that certain information in the proposal be exempt from public access. Accordingly bidders must reference the specific grounds under FOIA or other law or rule supporting their requests to exempt certain information. To indicate the redacted version, bidders must clearly label the proposal as “REDACTED VERSION” on the package and at the top of the document. Bidders are advised that this redacted version may be released by ISBE. Requests to exempt the entire proposal will not be honored. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of a proposal.

ISBE may not necessarily be allowed to release a redacted version of the proposal. ISBE will abide by the decisions of the Public Access Counselor.

Out-of-State Companies: Bidders 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. It is the contractor’s responsibility to be in compliance with the requirements of the Illinois Secretary of State. Non-Illinois bidders must contact the

Secretary of State, Department of Business Services at (217)782-1834 regarding a Certificate of Authority to Transact Business in Illinois [805 ILCS 5/13]. Application forms requesting authority to transact business in Illinois can be accessed by downloading [Form BCA 13.15](#) from the following website:

http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html

Responsible Bidder: A “responsible bidder” must exist as a legal entity, be in good standing, and must be authorized to do business in Illinois at the time a bid or proposal is submitted. Evidence of good standing can include Certificate of Good Standing, a copy of assumed name certificate from home county, etc. [Public Act 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. The *Certifications and Assurances* section of this RFSP identifies the required certifications prior to entering into a contract with the State of Illinois.

Other factors that may be used to evaluate and determine if a contractor is a “responsible bidder” include, but are not limited to, certifications, conflicts of interest, financial disclosures, Federal Taxpayer Identification Numbers, past performance, references including those found outside the proposal, compliance with applicable laws, financial stability, and the perceived ability to perform completely as specified. Every proposal 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.

Contractors 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 provision of this contract, if the bidder lacks the financial resources to perform under the contract. ISBE may require that a bidder correct any deficiencies as a condition of further evaluation.

Illinois Procurement Bulletin: ISBE publishes procurement information including bid solicitations and notices regarding updates and changes in the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. Procurement information is not available in any other form or location. Bidders are responsible for monitoring the Bulletin for relevant information, changes, or updates. ISBE disclaims any responsibility for failure on the part of bidders to receive notification of procurement information.

Changes to the RFSP: ISBE reserves the right to rescind or amend the solicitation offered via this RFSP. Changes to the RFSP will be posted via amendments or addenda on the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. In the event that ISBE issues any changes to this RFSP, acknowledgement of receipt of such changes must be made to ISBE in writing, signed by an individual authorized to legally bind the bidder, and included in the package labeled “CERTIFICATIONS.” If changes to the RFSP are not acknowledged, ISBE retains the right to reject the bid as non-responsive. Therefore, bidders are advised to check the Illinois Procurement Bulletin before submitting their proposals.

Opening of Proposals: Proposals will be publicly opened at 10:00 a.m., on December 20, 2011 at the ISBE Procurement Office, 100 North First Street, Springfield, Illinois 62777-0001. The content of all proposals will remain confidential, and the contents will not be shared with competing eligible bidders.

Contact Person: For more information on this RFSP, contact Katherine Sprague, Fiscal and Procurement Division, at (217)785-8777 (voice), (217)782-5727 (fax), or ksprague@isbe.net (e-mail) and courtesy copy Sherri Sullivan at ssulliva@isbe.net. Questions will be accepted up to five (5) business days prior to the due date of the proposal. All questions must be submitted in writing. Only written responses issued by the state to questions shall be binding on the state.

Pursuant to [Public Act 96-0795](#), any written or oral communication received by the contact person that imparts or requests material information or makes a material argument regarding potential action concerning this procurement will be reported to the Procurement Policy Board. Therefore when an oral communication is initiated by a person required to register under the [Lobbyist Registration Act \[25 ILCS 170\]](#) and received by a State employee, all individuals who initiate or participate in the communication must submit to the State employee a

written account of the discussion including the initiating inquiry. The purpose of the written account is to memorialize the communication and provide documentation for reporting to the Procurement Policy Board.

Protest Review Office: ISBE uses Section 1.5550 of the rules governing Standard Procurement for handling procurement protests. For further information, see 44 Illinois Administrative Code 1.5550 found at the website below:

<http://www.ilga.gov/commission/jcar/admincode/044/044000010R55500R.html>

All protests must be submitted in writing, be clearly labeled on the delivery envelope, and sent to the following address:

Protest Review Office
Division Administrator
Fiscal and Procurement Division W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Disclaimer: This RFSP does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received in response to this RFSP. At its sole discretion, ISBE also reserves the right to make a partial award and/or waive minor defects. Bidder registration to the Illinois Procurement Bulletin does not constitute an expectation of or right to a contract award.

ISBE will make all decisions regarding proposal compliance, evaluation of proposals, and contractual terms and conditions, and it will make decisions solely in the best interest of the State. ISBE reserves the right to judge and determine whether a proposal is compliant with and has satisfactorily met the requirements of the RFSP.

At ISBE's request, proposal revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. Any further information disclosed about the RFSP during this process will be provided to all bidders.

For the purpose of verifying the contents of the proposals, ISBE may request additional information, an inspection of the premises of the bidder and/or any proposed subcontractors, staff interviews, and content presentations. Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the solicitation requirements. Bidder cooperation in meeting these terms is required. ISBE reserves the right to reject at its sole discretion the proposals of non-cooperative bidders.

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists, and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract. Upon written request and after contract award, ISBE will release the winning contract and redacted version of the selected contractor's proposal. By law, bidders' scores are also subject to release whereby upon receipt of a written request, ISBE may release any or all bidders' scores.

The content matter of this RFSP is subject to legislative changes either by the federal or State government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then the following conditions will apply.

- ISBE reserves the right to negotiate modifications to the selected bidder's proposal reflecting such legislative changes; and
- ISBE shall have no obligation to provide those bidders not selected with the opportunity to modify their proposals to reflect such legislative changes.

Fiscal Information

ISBE has allocated \$1,523,500 of the state's Early Childhood Block Grant for the current fiscal year (FY 2012) for the implementation of KIDS and expects to continue to allocate funding at this level through the initial contract period. The state is also seeking competitive federal funding through the Race to the Top Early Learning Challenge to support the statewide implementation of KIDS by school year 2014-2015. Any federal funding received will be in addition to, and will not replace or supplant, the state's funding commitment.

If the state receives Early Learning Challenge funding, the contract will include administration of a pilot program in school year 2012-2013, expanded second-phase implementation in school year 2013-2014, and full statewide implementation for three subsequent testing cycles during school years 2014-2015, 2015-2016, and 2016-2017. If, however, the state does not receive Early Learning Challenge funding to supplement the state funding commitment, the project will be funded by the state appropriations only, and the scope of the work may be altered or reduced from what is described in this RFSP.

It is expected that contract funds will be used to cover the cost of all tasks described in the *Scope of Work*. This includes, but is not limited to, personnel costs, travel expenses, supplies and materials, and production costs. Travel expenses, including mileage and, where overnight stay is required, lodging, and per diem costs, are subject to the state rates according to the Governor's Travel Control Board as outlined in the Reimbursement Schedule of the [Travel Guide for State Employees](#). Subcontracting is permitted under this contract, subject to approval by ISBE. Indirect costs are not allowed.

Bidders must provide a cost proposal that clearly identifies anticipated expenditures for each year in the initial contract period. The cost proposal must display each deliverable separately and identify per-unit costs for administering KIDS to kindergarten students, providing training and professional development to educators, and providing other materials and services, where applicable. Also cost proposals must identify any assumptions made in calculating per-unit costs based on the proposed scope or timing of the work.

Proposal Format

Each proposal must be submitted in five parts in the formats outlined below. Each part must be submitted in a sealed package separate from the other part, with appropriate labels as directed in the *Submission Requirements* section of this RFSP. Please use the following as a checklist in assembling your completed proposal. Bidders must provide all information requested in the narrative description and must address all points.

Part I: Narrative Description. Bidders are advised that cost information must not be included within the narrative description.

- A. **Cover Page:** Must be signed by the official authorized to submit the proposal and contain the following information:
1. Name, address, telephone and fax numbers, and e-mail address of bidder;
 2. Name and telephone number of the contact person; and
 3. Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

In addition, a business or organization that is a division or subsidiary of another organization must provide the following:

1. Name and address of the parent company;
2. Name of chief executive officer;
3. Parent company's website address;
4. Type of organization (i.e. sole proprietor, corporation, partnership, etc. Should be the same as on the Taxpayer ID Form (Attachment 5);

5. Length of time the parent company has been in business;
6. Annual sales for the most recently completed fiscal year (July 1 through June 30), if applicable;
7. Number of full-time employees;
8. State of incorporation, state of formation, or state of organization;
9. Location(s) and telephone numbers of the major offices and other facilities that are pertinent to the bidder's performance under the terms of this solicitation; and
10. Parent company's FEIN.

- B. Executive Summary:** Briefly describe the overall objectives and activities of the work to be performed, including instrument(s) that will be used; how they will be altered or adapted to develop the KIDS survey; how the survey will be administered; what training and professional development will be provided to support implementation and effective use of the survey; and how student data will be gathered, analyzed, and reported. The Executive Summary is limited to 5 pages.
- C. Work Plan:** Provide a work plan as specified in the *Scope of Work* section of this RFSP. Include timelines and work locations where applicable, and describe in detail how the requirements set forth in this RFSP (and, specifically, each element of the *Scope of Work*) are proposed to be accomplished.
- D. Contractor's Qualifications:** Describe the qualifications and experience of the contractor and key personnel, as specified in the *Required Contractor Qualifications* section of this RFSP.
- E. Fiscal and Management Capabilities:** Provide evidence of sufficient fiscal and management capacity to undertake all activities described in the Work Plan, as applicable. The description must address each of the following:
1. A description of the applicant's organization.
 2. The specific legal entity that will undertake the services described in the Work Plan.
 3. The qualifications and experience of staff who will manage development and implementation of the activities described in the Work Plan. Include résumés.
 4. A list of all contracts including contract numbers that the applicant has had with ISBE during the past five years. Do not include contracts with public entities such as Regional Offices of Education, schools, etc.).
 5. The names, addresses, and telephone numbers of four business references from companies where similar services have been provided. These references should not be from ISBE employees or members of the Board. List the type of services performed and dates of service
 6. Evidence that the applicant has adequate financial, organizational, and technical resources to perform the activities described in the Work Plan. This evidence must include (but need not be limited to):
 - a. A description of the applicant's plan for developing organizational capacity to implement the activities specified in the Work Plan;

- b. Completed federal tax returns (or the equivalent for nonprofit entities) for the two most recent years);
 - c. Either an audit report or audited financial statements completed within two years prior to submission of the proposal;
 - d. Evidence of sufficient financial capacity to operate for up to six months prior to receiving payment from this contract.
7. The auditing process that will be used by the applicant and the frequency at which it will occur; and
 8. Proof of legal authority to conduct business in Illinois.
- F. **Exceptions to the RFSP:** Contractual terms and provisions are set forth in Appendix A. Bidders are advised to review the terms and provisions before signing consent. The proposal must clearly identify suggested exceptions, if any, to the Contractual Terms and Provisions. Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. ISBE is under no obligation to accept exceptions or modifications suggested by the bidder or any subcontractors, and any exceptions or modifications will affect ISBE's evaluation of the proposal and may result in rejection. If the bidder or any subcontractors request exceptions or modifications, then all such exceptions or modifications must be submitted with the proposal. Failure to resolve exceptions to the contractual terms within three (3) business days from ISBE's first contact with the bidder regarding the exceptions may preclude ISBE's further consideration of the bidder's proposal.

Part II: Cost Proposal

- A. **Cover Page:** The cover page must contain the following information.
1. Name, address, telephone and fax numbers, and e-mail address of the bidder;
 2. Name and telephone number of the contact person; and
 3. Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).
- B. **Budget:** A complete budget for the contract must be included. The budget must show line item expenditures for allowable expenditures as identified in the *Fiscal Information* section of this RFSP. Describe the expenditures for the contract period, displaying each deliverable separately, and providing a separate budget for each fiscal year. The budget should identify per-unit costs for administering KIDS to kindergarten students, providing training and professional development to educators, and providing other materials and services, where applicable. Also identify any assumptions made in calculating per-unit costs based on the proposed scope or timing of the work. **Indirect costs are not allowed.**

The budget format used must provide the following information:

1. **Personnel costs:** Itemize the following for each category of personnel involved (i.e. management, professional, technical, and support):
 - a. Estimated days of service;
 - b. Hourly and/or daily rates; and
 - c. Total cost per category and for all personnel.

2. **Supplies and materials:** Itemize.
3. **Travel:** Separate travel cost from per diem cost. Estimate the number of trips.
4. **Production Costs:** Itemize.
5. **Subcontracting information, if applicable:** Bidders are advised that the selected contractor will be required to provide copies of all subcontracts, where the total amount of the subcontract is cumulatively greater than \$25,000 over the term of the subcontract including any and all renewals, to ISBE within twenty (20) days of execution of a contract with ISBE.

Bidders are also advised that all subcontracts must include the same standard certifications, assurances, disclosures, and conflicts of interest as is required of the contractor. See Part III of this *Proposal Format* section: *Certifications and Assurances*; Attachments 1-8 apply as applicable and are required of contractors and their subcontractors.

If subcontracting is proposed, then the following information is required:

- a. Name(s) and address(es) of subcontractor(s);
- b. Need and purpose for subcontracting;
- c. Measurable and time-specific services to be provided;
- d. Associated costs, i.e., amounts to be paid under subcontracts; and
- e. Federal Employer Tax Identification Number for each subcontractor.

6. **Other Costs:** Itemize and provide specific information.

7. **Total Costs**

Part III: Certification and Assurances (Attachments): Each bidder is required to complete and submit the following forms, which are attached to the RFSP. Forms must be signed by the official authorized to submit the proposal and to bind the bidder to its contents as applicable.

- A. Standard Certifications including State Board of Elections Official Certificate (Attachment 1)
- B. Disclosures and Conflict of Interest (Attachment 2)
- C. Department of Human Rights Public Contract Number (Attachment 3)
- D. Business Enterprise Program (Attachment 4)
- E. Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 5)
- F. Certification Regarding Debarment (Attachment 6)
- G. Certification Regarding Lobbying (Attachment 7)
- H. Federal Certifications (Attachment 8)
- I. Subcontracting Information (Attachment 9)

- J. Certificate of Good Standing, a copy of assumed name certificate from home county, or other official documentation of proof that bidder is a legal entity in good standing and authorized to do business in Illinois.

Part IV: Compact Discs: The compact disc should have Part I (narrative description) and Part II (cost proposal) on each.

Part V: Redacted Version: The redacted version should be submitted in hardcopy and labeled on the front "Redacted" This should include Part I (narrative description) and Part II (cost proposal).

Criteria for Review and Approval of Proposals

Below are the parts that will be evaluated and their relative weights in point format. Proposals may receive up to a maximum score value of 1,000 points. Those proposals receiving the highest overall scores will be considered in rank order.

The criteria for review for each part are listed below.

Part I: Criteria for Narrative Description (1000 points total)

- ___A. **Work Plan:** There is sufficient evidence that the applicant proposed well-defined, comprehensive services, strategies, and plans meeting the requirements and expectations set forth in the *Scope of Work* outlined in this RFSP. (600 points; see breakdown below)
- The selected survey instrument(s), with any proposed adaptation or modification, meets the requirements of this RFSP and is aligned with the described standards, principals, and goals, including the following (100 points):
 - Significantly aligns with the proposed Illinois Early Learning and Development Standards, Early Learning Standards for Kindergarten, Social and Emotional Learning Standards, and the New Illinois Learning Standards Incorporating the Common Core for Mathematics and English Language Arts and includes observation-based evaluation across all Essential Domains of School Readiness.
 - Is valid, reliable, and appropriate for the target population, including English language learners and students with disabilities. Identifies and provides appropriate accommodations, as necessary, for English language learners and students with disabilities.
 - Aligns and can be readily integrated with the state's participation in the multi-state consortia described in the *Scope of Work*.
 - Follows the principals and recommendations of the National Research Council Reports on Early Childhood as described in the *Scope of Work*.
 - The proposed training and supports for educators are of high quality and will adequately prepare kindergarten teachers to administer the KIDS survey accurately, reliably, and consistently; accurately report outcomes data; interpret reports and data; and use data to adjust curriculum and teaching methods and communicate effectively with families. (100 points)
 - Proposed professional development programs will provide sufficient ongoing training to teachers, school administrators, and early childhood and preschool educators regarding the use of KIDS data to inform and align instruction across the elementary years, drive collaboration with families and communities, and identify early childhood program strengths and needs. (100 points)

- Proposed systems for administering the survey process, including preparing and distributing survey materials, managing and securing data, and providing technical support to teachers in administering the survey and using the web-based reporting system are of high quality. (100 points)
- Proposed strategies for coordination with the KIDS Implementation Committee and KIDS Coordinator are likely to be effective and further the goals of this RFSP. (50 points)
- The proposed systems for data collection, analysis, and reporting are of high quality. The proposed systems will allow teachers to enter and review individual student data accurately and securely online and access integrated components of the SLDS, SIS, and ISLE systems with “single sign-on” access. The proposed methods for analyzing and reporting aggregated student outcomes data are of high quality and consistent with the goals and principals identified in the *Scope of Work*. The contractor must provide a detailed plan for data analysis and reporting that will help prevent inappropriate uses of data, ensure results will be useful for informing and improving instruction, and allow for monitoring trends over time. (100 points)
- Proposed strategies for cooperation with external evaluators in connection with a research-based study of KIDS implementation and ongoing improvement are likely to be effective and further the goals of this RFSP. (50 points)

___B. **Qualifications:** The proposal demonstrates that the applicant has a record of success in performing services similar to those described in this RFSP and has appropriate qualifications to effectively perform the work described. The contractor’s qualifications, including education, work experience, knowledge, and skills will be judged against the qualification requirements outlined in the RFSP and in accordance with the following criteria: (250 points)

There is evidence that the bidder:

- Identified the appropriate number of staff with the proper qualifications, credentials, and/or experience and demonstrated the knowledge, expertise, and capacity necessary to effectively develop and implement the KIDS survey, including all necessary training, professional development, and technical supports.
- Has a proven track record of success in administering all aspects of the selected survey instrument and/or similar assessments or programs to the target population, including students with disabilities and English language learners.
- Has a record of success in providing training to teachers and administrators on use of the selected instrument, or similar assessments and programs, to yield valid, reliable, and consistent data.
- Has a record of success in providing professional development programs to teachers and administrators across the birth to age-eight spectrum.

___C. **Fiscal and Management Capabilities:** The proposal demonstrates that the applicant has sufficient fiscal and management capacity to undertake all activities described in its Work Plan. (150 points)

Part II: Criteria for Cost Proposal

Cost will be the deciding factor between otherwise substantially similar proposals.

If ISBE does not consider the proposed cost to be fair and reasonable, and it cannot negotiate to an acceptable cost, then ISBE reserves the right to cancel the award and take appropriate action to meet ISBE’s needs. ISBE will determine whether the cost is fair and reasonable by considering the proposal

including the bidder's qualifications; the bidder's reputation; the cost proposed; other known prices; the project budget; and other relevant factors.

Proposals received and not awarded will be retained by ISBE during the contract period. ISBE reserves the right to award additional contracts if performance of contractors selected is unsatisfactory; a contractor withdraws; or the contract is terminated by mutual agreement.

Contractual Terms and Provisions

The performance of the services and requirements described in the RFSP shall be subject to the following contractual terms and provisions. Suggested exceptions to the contractual terms and provisions set forth below are allowed, as long as they do not affect the bidder's ability to perform the required services. Such exceptions and modifications, however, are discouraged. The Illinois State Board of Education (ISBE) is under no obligation to accept exceptions or modifications suggested by the bidder, and any exceptions or modifications will affect the ISBE's evaluation and may result in rejection. All terms to which the bidder does not suggest an exception or modification will be deemed by the ISBE as having been accepted by the bidder, and shall become a part of the contract between the ISBE and the selected bidder. The ISBE reserves the right to amend and supplement these terms and conditions in the contract between the ISBE and the selected bidder.

1. Definitions. The following definitions shall apply to the contractual terms and provisions set forth below:

"Agreement" shall mean and refer to the contract entered into between ISBE and the Contractor for the performance of the Services. The Agreement shall include, without limitation, the terms set forth in this Appendix to the RFSP.

"Confidential Information" is defined in Section 8 below.

"Contractor" shall mean and refer to the contractor selected through this RFSP.

"Cost Proposal" shall mean and refer to the cost proposal approved by ISBE for inclusion in the Agreement, based upon the cost proposal submitted by the Contractor in accordance with the RFSP.

"Custom Work Product" is defined in Section 7 below.

"Embedded Software" is defined in Section 7 below.

"ISBE" shall mean and refer to the Illinois State Board of Education.

"Laws" is defined in Section 16 below.

"Parties" shall mean and refer to the Contractor and ISBE. "Party" shall mean and refer to either the Contractor or ISBE.

"Proposal" shall mean and refer to the proposal approved by ISBE for inclusion in the Agreement, based upon the proposal submitted by the Contractor in accordance with the RFSP.

"Services" shall mean and refer to the services and requirements to be performed by the Contractor in accordance with the Proposal.

"Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than January 1, 2012) through June 30, 2017, subject to earlier termination as provided in the Agreement.

2. Performance of the Services. The Contractor shall perform the Services (i) with a high degree of skill, care, and diligence; (ii) in accordance with the highest professional standards; and (iii) in accordance with any schedule of deliverables set forth in the Proposal. The Contractor shall provide all personnel, materials, and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State.

3. **Post Performance Review.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.** For purposes of this section, subcontractors are those individuals or entities specifically hired to provide to the Contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract.
5. **Designation of Subcontractors.** If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
 - Name(s) and address(es) of subcontractor(s);
 - Need and purpose for subcontracting;
 - Measurable and time-specific services to be provided;
 - Associated costs, i.e., amounts to be paid under subcontracts;
 - Federal Employer Tax Identification Number for each subcontractor;If contractor chooses to subcontract with an entity for more than \$25,000 annually, the contract between the contractor and their subcontractor that was proposed on the proposal must contain the standard certifications and disclosures and conflicts of interest (Attachment 1). ISBE must have a copy of each subcontract the contractor has listed on their proposal within twenty (20) days of execution of the contract between ISBE and Contractor or after execution of the subcontract whichever is later.
 - Standard Certifications and Disclosures and Conflicts of Interest must be completed and signed by any subcontractor.

Subcontractor Requirements. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through, or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs, or expenses resulting from such acts or omissions. Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments. Each subcontract agreement for a portion of the Services shall contain a provision specifically identifying ISBE as a third party beneficiary of such subcontract.

A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Contractor's and subcontractor's risk.

All subcontractors must include the standard certifications and disclosures and conflicts of interest, completed and signed by the subcontractor.

6. **Reporting.** During the Term, the Contractor will provide quarterly progress reports due to ISBE on the 1st of September, December, March, and June. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

7. **Rights to Work Product.**

a) Definitions.

1. "Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation, and the like) and other data, materials, and products created by the Contractor on behalf of ISBE and in furtherance of the Services.
2. "Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.
3. "Generic Components" means the software/programming tools developed generally by the Contractor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder; (b) can be used completely free of the Custom Work Product Content; and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

b) Ownership of Custom Work Product. ISBE shall own all rights, title, and interest to any Custom Work Product. The Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Custom Work Product including all related intellectual property rights.

c) License to Embedded Software. Except as otherwise specifically set forth in the Proposal, (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded Software; and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose. Any use of embedded software must have the prior written approval of ISBE.

d) Ownership of Generic Components. ISBE shall own all rights, title, and interest to any Generic Components to the Custom Work Product. The Contractor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law, any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Generic Components including all related intellectual property rights.

8. **Confidential Information.**

a) Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other

technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who was free to disclose it.

b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize, or disclose such Confidential Information to any third party without the other Party's prior written approval provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark, or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c) Student Records.

The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Any student records in the Contractor's possession shall be returned to ISBE when no longer needed for the purposes for which they were provided, or

9. Correction of Deficient Services. Prior to the expiration of the Term, the Contractor shall, at its earliest opportunity and its sole cost and expense, correct any Services which are defective or deficient or otherwise contain or reflect errors or omissions.

For one calendar year following the Term of this Agreement, a Custom Work Product created by the Contractor will function substantially in accordance with the representations and requirements set forth in this Request for Sealed Proposal. However, no warranty of the fitness of the product created shall apply if the ISBE or any third party makes any addition or modification to the Custom Work Product not contemplated by the Parties in connection with such Custom Work Product.

10. Default and Termination.

a) Termination for Convenience: ISBE may terminate this Agreement upon 5 business days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by overnight delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall immediately cease work with no additional sums being due and owing under the Agreement. ISBE shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, and may, at its election, procure such work as may be necessary to complete the Services from other contractors.

b) Contractor Default: The occurrence of any one or more of the following matters constitutes a default by the Contractor under this Agreement (a "Contractor Default"):

1. The Contractor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

2. Contractor makes a general assignment for the benefits of its creditors;
 3. The Contractor shall commence or consent to any case, proceeding, or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor's property;
 4. Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor's property;
 5. The breach of any representation, certification, or warranty made by the Contractor herein or Contractor's failure to comply with any other provision of this Agreement; or,
 6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE's prior written consent.
- c) Upon the occurrence of a Contractor Default, ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor's right to perform Services under this Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor upon demand.
- d) Liquidated Damages. The late delivery or untimely performance of the Services required under this Agreement by the Contractor will cause irreparable harm to ISBE in light of its obligations under state and federal law. As a result, ISBE shall have the right to assess liquidated damages as set forth in this Subsection if the Contractor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of \$2,000.00 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided; however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISBE. Said amount is a good faith estimate of damages based on average salary, staff commitment, and time allocation to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISBE from claiming damages for subsequent failures to meet the time schedule.

11. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any

Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent, or other intellectual property right.

12. Insurance (for non-government entities only). The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:

- a) A broad form Commercial General Liability Insurance Policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
- b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased, and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
- c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease.
- d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to , systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

Upon execution of this Agreement, the Contractor shall provide copies of certificates of insurance evidencing the coverage described in this Section. The policies specified above shall be placed with insurance companies reasonably acceptable to ISBE, shall name ISBE and its board members, officers, and employees as additional insureds (excluding the Worker's Compensation Policy and Automobile Insurance Policy) and shall incorporate a provision requiring the giving of notice to ISBE at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies. Unless otherwise agreed to in writing by ISBE, the Contractor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Contractor hereunder.

13. Key Persons. The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in the Proposal is key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:

- a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE (1) reasonably believes that individual is not qualified to perform the

Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.

- b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.

- 14. **Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.
- 15. **Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.
- 16. **Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.
- 17. **Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 18. **No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.
- 19. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
- 20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement 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. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, 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.

21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.
22. **Solicitation and Employment.** Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.
23. **Background Check.** The Contractor shall conduct name based criminal history background checks or driver history background checks of any of Contractor's officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.
24. **Ethics Training.** The Contractor shall, at least annually, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE's Ethics Officer by a date determined by ISBE on an annual basis.
25. **Anti-Trust Assignment.** If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Contractor shall assign to the State all right, title, and interest in and to the claim or cause of action.
26. **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

Standard Certifications for Bidders and Subcontractors

1. Introduction

Contractor 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 Contractor 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. Contractor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years including the initial term and all renewals, Contractor 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.

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

- The contract may be void by operation of law,
- The State may void the contract, and
- The Contractor 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.

Contractor hereby understands and agrees to the following terms, which shall form part of Contractor's agreement with the Illinois State Board of Education ("ISBE"):

2. Legal Ability to Contract

Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
- b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.
- c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).
- d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- e) If Contractor employs 25 or more employees and this contract is worth more than \$5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor is an individual and this contract is worth more than \$5,000, 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).

- f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).
- g) Contractor, its employees and subcontractors 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.
- h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items. (30 ILCS 105/15a).
- i) Contractor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- j) Contractor has not been convicted of a felony, 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).
- k) If contractor, or any officer, director, partner, or other managerial agent of Contractor, 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, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- l) Contractor, its affiliates, and all relevant subcontractors 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 Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- m) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.
- n) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they 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. The Contractor acknowledges failure to comply can result in the contract being declared void.
- o) Contractor certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
- p) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor 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).
- q) Contractor is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).
- r) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

- s) Contractor 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).
- t) Contractor 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).
- u) Contractor 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, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- v) The contractor certifies in accordance with (30 ILCS 584) 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 of any child under the age of twelve (12).
- w) Contractor 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 of Illinois or any State agency until the violation is mitigated."
- x) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).
- y) Contractor 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 contractors 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 (EO No. 1 (2007)).
- z) Contractor 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).
- aa) Contractor certifies that is 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).
- bb) Contractor 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.

3. Equal Employment Opportunity (required by 44 Ill. Adm. Code 750.10)

In the event of Contractor's noncompliance with the provisions of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or rule. During the performance of this contract, Contractor agrees as follows:

- a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.
- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State Board of Elections

Section 20-160 (b) of the Illinois Procurement Bulletin (30 ILCS 500) states "Every bid submitted to and every contract executed by the State on or after the effective date of this amendatory Act of the 95th General Assembly shall contain a) a certification by the bidder or contractor that either (i) the bidder or contractor is not required to register as a business entity with the State Board of Elections pursuant to this Section; or (ii) the bidder or contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration; and (b) a statement that the contract is voidable under Section 50-60 for the bidder's or contractor's failure to comply with this Section." This Act was effective 01-01-2009.

Please check the appropriate box below:

The Contractor certifies that they are not required to register as a business entity with the State Board of

Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Business entity is defined in 30 ILCS 500/50-37 as any entity doing business for profit, whether organized as a corporation, partnership, sole proprietorship, limited liability company or partnership, or otherwise. Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(or)

The Contractor certifies that they have registered as a business entity with the State Board of Elections

and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

IMPORTANT: If the Contractor certifies that it has registered as a business entity with the State Board of Elections then the official certificate **MUST** be included in Subpart III: Certifications and Assurances. If the registration certificate is not included, then ISBE shall reject the bid.

Signature of Contractor

Name of Contractor

Title

Date

Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13) necessitates identification of any person who may be subject to the conflict of interest prohibition shown below. If any such person is identified, ISBE will determine whether to grant an exception to the prohibition and allow any award to stand. Explain each conflict of interest pursuant to the statutorily identified categories defined below. Show this conflict of interest information immediately following the statutory language.

If the Contractor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Contractor and the parent organization. For purposes of this form, a parent organization is any entity that owns 100% of the Contractor.

Section 50-13. Conflicts of Interest.

- a) **Prohibition.** It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$106,447.20), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income, or (ii) an amount in excess of the salary of the Governor (\$177,412.00) to have or acquire any such contract or direct pecuniary interest therein.
- c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$354,824, to have or acquire any such contract or direct pecuniary interest therein.
- d) **Securities.** Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- e) **Prior interests.** This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

f) **Exceptions.**

- 1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
- 2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
- 3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
- 4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
- 5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Healthcare and Family Services, the Department of Public Health, or the Department of Aging.

- g) **Penalty.** A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

CHECK ONE:

No conflict of interest.

Potential conflict of interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that directly or is associated indirectly with the conflicted individual.

Part II – Disclosure of Financial Interest in the Vendor

Ownership Disclosure (30 ILCS 500/50-35)

List the name, address, dollar or proportionate share of ownership, and instrument of ownership or beneficial relationship of each person from your business having any ownership or distributive income share that is in excess of 5% or \$106,447.20, whichever is less. (If your business is a publicly traded entity subject to federal 10K reporting, you may submit a copy of your 10K disclosure instead of completing this part of the disclosure.)

Privately held Corporations with more than 400 Shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code. Vendor may skip Part II of this form but must complete Part I Disclosure of Conflict of Interest Form.

Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

Do any of the persons listed above fall into any of the following categories? Yes ___ No ___

- a) State employment, currently or in the previous three (3) years, including contractual employment of services.
- b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.
- c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three (3) years.
- d) Relationship to anyone (spouse, father, mother, son or daughter) holding elective office currently or in the previous two (2) years.
- e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three (3) years.
- f) Relationship to anyone (spouse, father, mother, son or daughter) holding appointive office currently or in the previous two (2) years.
- g) Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.
- h) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a registered lobbyist in the previous two (2) years.
- i) Compensated employment, currently or in the previous three (3) years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

- j) Relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

If the answer is yes, provide a complete explanation. (Attach extra sheets if necessary.)

Part III: Disclosure of Business Operations with Iran *(All Contractors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- a) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

- b) The company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. ISBE may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

Check one of the following items, and if the second item is checked disclose the required information.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Contractor's Name
(printed) _____

Official authorized to sign on behalf of VENDOR:

Name (printed) _____ Title _____

Signature _____ Date _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-101) If you 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), you must have a current Public Contract Number or have proof of having submitted a completed proposal for one **prior** to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): _____

(check if applicable): The number is not required as the company has employed fourteen (14) or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number: _____
or, if number has not yet been issued, _____
date completed proposal for the number
was submitted to DHR: _____

NOTICE: Please be aware that, as of January 1, 2010, per Public Act 096-0786, all those filing for, or renewing an IDHR number will be charged a \$75.00 registration fee. Such registration will be valid for five years from the date of issuance.

Proposal forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at www.sell2.illinois.gov.
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

Name of Company: _____

By: _____

Date: _____

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Act for Minorities, Females, and Persons with Disabilities (BEP) [30 ILCS 575] establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes," check each that applies:

Category:
 Minority _____
 Female _____
 Person with Disability _____
 Disadvantaged _____

If "Yes," please identify by checking the applicable blanks which agency certified the business and in what category:

Certifying Agency:	Category:
Department of Central Management Services	Minority _____
Women's Business Development Center	Female _____
Chicago Minority Business Development Council	Person with Disability _____
Illinois Department of Transportation	Disadvantaged _____
Other (please identify)	_____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Cost Proposal, and the names of the BEP certified vendors you plan to use.

VENDOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
 LEGAL STATUS DISCLOSURE CERTIFICATION AND CONTRACT ADDENDUM

NAME (As shown on your income tax return)		BUSINESS NAME (If different from your income tax form)	
Check appropriate box	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Governmental	<input type="checkbox"/> Estate or Trust
	<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonresident Alien
	<input type="checkbox"/> Limited Liability (D=disregarded entity, C=corporation, P=partnership)		
ADDRESS (Number, Street, and Apt. or Suite Number)		CITY	STATE ZIP CODE

Part I – Taxpayer Identification Number (TIN). Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).	Social Security Number/Employer ID No. _____
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Part II – Certification. Under penalties of perjury, 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. citizen or other U.S. person.

VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- | | |
|---|--|
| <p>a) 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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> | <p>h) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted within the last 5 years 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 or if the VENDOR is in violation of Subsection.</p> |
| <p>b) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.</p> | <p>i) The VENDOR certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.</p> |
| <p>c) VENDOR is not in default on an education loan (5 ILCS 385/3) or in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p> | <p>j) 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).</p> |
| <p>d) 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).</p> | <p>k) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act.</p> |
| <p>e) 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.</p> | <p>l) VENDOR 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).</p> |
| <p>f) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the VENDOR has made an admission of guilt of such conduct which is a matter of record.</p> | <p>m) 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).</p> |
| <p>g) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony.</p> | <p>n) VENDOR 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).</p> |
| | <p>o) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).</p> |

- p) 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 certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q) VENDOR 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).
- r) VENDOR 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).
- s) VENDOR 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).
- t) VENDOR complied with the State Prohibition of Goods from Child Labor Act, and 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 of any child under the age of 12 (30 ILCS 584).
- u) In accordance with Information Technology Accessibility Act (30 ILCS 587), all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
- v) VENDOR certifies that it is not in violation of (30 ILCS 500/50-14.5) which 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 of Illinois or any State agency until the violation is mitigated."
- w) 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 (EO No.1 (2007)).
- x) 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).
- y) 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.
- z) Vendor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- aa) VENDOR has disclosed and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the contract. This includes, but is not limited to, conflicts of Article 50 of the Procurement Code (30 ILCS 500/50) or those which may conflict in any manner with the VENDOR'S obligation under this contract. VENDOR shall not employ any person with a conflict to perform under this contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the VENDOR or the contract, VENDOR certifies it has disclosed that information to the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- bb) 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 3 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of 3 years from the later of final payment under the term or during the 3 year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The VENDOR shall not impose a charge for audit or examination of the VENDOR'S books and records. If federal funds are used to pay contract costs, the VENDOR must retain its records for five years. VENDOR shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this Paragraph.
- cc) 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.

dd) AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason or (2) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

ee) VENDOR warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the VENDOR and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. VENDOR agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

VENDOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

VENDOR warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. VENDOR shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

ff) 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.

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).

ENTIRE CONTRACT: This Contract, with attachments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. 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 of this Contract 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 of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

TELEPHONE NUMBER (Include Area Code)	PRINT NAME (First, Middle, Last)	TITLE

_____ Date _____ Signature _____

ILLINOIS STATE BOARD OF EDUCATION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

<i>Organization Name</i>	<i>PR/Award Number or Project Name</i>
<i>Name and Title of Authorized Representative</i>	
<i>Signature</i>	<i>Date</i>

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award (or Application) Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Federal Funding Certifications and Assurances**1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):**

As required by OMB, Vendor certifies that it:

- a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- d) Will initiate and complete the work within the applicable time frame.
- e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
 - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis
 - iv. of handicap;
 - v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
 - vi. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
 - vii. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
 - ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
 - x. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
- f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

- ii. Notification of violating facilities pursuant to Executive Order 11738;
- iii. Protection of wetlands pursuant to Executive Order 11990;
- iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
- ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,
- ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- v. Executive Order 11593, which relates to identification and protection of historic properties;
- vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding

Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C, as amended.

9. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Signature

Printed Name

Date

Subcontracting Information

- 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) For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

- 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____ Amount to be paid _____
 Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
 Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
 Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
 Address _____ Description of work _____

- 4) The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

- 5) All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: _____
 (Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____