

Office of the Comptroller State of Illinois

REQUEST FOR PROPOSALS (RFP)
IOC Comprehensive Annual Financial Reporting System
(RFP NUMBER IOC/11-603)



STATE OF ILLINOIS
COMPTROLLER

JUDY BAAR TOPINKA

REQUEST FOR PROPOSALS (RFP)
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(RFP NUMBER IOC/11-603)

The Illinois Office of the Comptroller (IOC) seeks the contractual services through a single vendor of immediate needs for at minimum: ColdFusion (CFML) developer(s), Microsoft SQL Server programmer(s), and network manager(s) to assist in the rewrite of an existing multi-platform Comprehensive Annual Financial Reporting (CAFR) system's codebase.

This Request for Proposals (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the State of Illinois to assist in the rewrite of the Comprehensive Annual Financial Reporting (CAFR) system's codebase.

The RFP provides information relating to the specific requirements for this engagement, terms and conditions, data to be included in the proposal and required format. Questions may be submitted through 12:00 PM on March 10, 2011 by clicking on the "Comprehensive Annual Financial Reporting System RFP" link on the Comptroller's Web site (www.ioc.state.il.us); see part I.19 for details. Responses will be posted on that site for public viewing by close of business on March 11, 2011.

Each proposal package must have the bidder's name and RFP number clearly marked on the outside. The proposal package should include three individually packaged, sealed and labeled components addressing the (1) Proposal (Tabs 1-5), (2) Cost and Price Analysis (Tab 7), (3) Financial Interests and Potential Conflicts of Interests Disclosure (Tab 6). Packages will be accepted until 10:00 a.m., March 18, 2011 at the following location only:

Honorable Judy Baar Topinka
Office of the Comptroller
325 West Adams
Springfield, IL 62704
ATTN: Ms. Patricia Allen

Proposals received after the day and time specified above, or at other than the specified location, will be returned unopened. Proposals will not be received at the IOC Chicago Office.

Expected award date for this contract is **March 23, 2011** with an anticipated contract term of **April 1, 2011** through **June 30, 2011**.

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I. General Information for the Contractor

I.1. Purpose

IOC seeks the contractual services through a single vendor of immediate needs for at minimum: ColdFusion (CFML) developer(s), Microsoft SQL Server programmer(s), and network manager(s) to assist in the rewrite of an existing multi-platform Comprehensive Annual Financial Reporting (CAFR) system's codebase. The existing system utilizes Active Server Pages 2.0, a Microsoft SQL Server 2005 database, Microsoft Access, Visual Basic, and Microsoft Excel 2002-2003 workbooks. The new system should be designed in a service-oriented fashion utilizing ColdFusion, Microsoft SQL Server 2008, and Microsoft Excel 2007.

I.2. Issuing Office

The IOC issues this RFP for the State of Illinois and is the sole point of contact in the State of Illinois for this RFP.

I.3. Scope

This RFP contains instructions governing the proposals to be submitted and the material to be included therein. It includes a description of the services to be provided, requirements which must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

I.4. Work Statement

Part IV (Work Statement) provides a detailed description of the type of work to be performed under this contract.

I.5. Type of Contract

It is proposed that if a contract is entered into as a result of this RFP, it will be a unit price contract comparable to the attached standard contract. Negotiations may be undertaken with contractors whose proposals regarding price and other factors show them to be qualified, responsible, and capable of performing the work. Such negotiations may include the term of the contract. The IOC's Standard Contract is included in the attachments immediately following part IV of this RFP.

I.6. Conditions for Acceptance of Proposals

The IOC reserves the unqualified right to reject any and all proposals received, to request and consider "best and final" proposals from one or more firms or persons, to reject or award in whole or in part when in the IOC's best interests, to cancel this request for services at any time, to seek new proposals, and to allow corrections of errors or omissions. Proposals need not be considered if, in the IOC's judgment, the errors or omissions are significant. Proposals will not be considered if the required certifications and disclosures are not completed and submitted with the proposal.

Receipt of a solicitation or submission of a proposal confers no rights on the proposer to an award or contract, nor does it obligate the IOC in any manner. This procurement process is for the IOC's benefit only and is intended to provide the IOC with competitive information to assist in the selection of a contractor. All decisions on compliance, evaluation, terms and conditions shall be made solely at the IOC's discretion and will be made to favor the State of Illinois.

The IOC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. All information submitted by a firm in response to this RFP will be subject to public inspection after award.

This RFP is subject to correction of errors and omissions, modifications, withdrawals or cancellation without notice. This RFP is subject to the statutes, rules and policies of the IOC in effect at the time of solicitation.

I.7. Incurring Costs

The State of Illinois is not liable for any cost incurred by contractors prior to issuance of a contract.

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I.8. Addenda to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be posted on the Illinois Procurement Bulletin.

I.9. Response Date

To be considered, a proposal must arrive at the issuing office on or before the date specified in this RFP. Contractors mailing proposals should allow sufficient time for mail delivery to ensure timely receipt of their proposals.

I.10. Proposals

To be considered, contractors must submit a complete response to this RFP using the format provided in part II. Each proposal must be submitted in six (6) copies to the issuing office. The contractor will make no other distribution of proposals. Proposals must be signed by an official authorized to bind the contractor to its provisions. For this RFP, the proposal must remain valid for at least sixty (60) days. Moreover, the contents of the proposal of the successful contractor will become contractual obligations if a contract results.

I.11. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the RFP.

I.12. Presentations

Contractors who submit proposals may be required to make an oral and/or on-site presentation of their capability to perform as described in their proposal to the State of Illinois. Such presentations provide an opportunity for the contractors to clarify their proposals to ensure thorough mutual understanding. If required, the issuing office will schedule these presentations.

I.13. Prime Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in said contractor's proposal whether or not said contractor produces them. Further, the State of Illinois will consider the selected contractor to be the sole point of contact with regard to contractual matters.

I.14. Retention and Disclosure of Documents

After award of a contract and subject to provisions of the Freedom of Information Act, the IOC is required to make available for public inspection and copying all pre-award, post-award, administration, and close-out documents relating to that particular contract. Upon request the IOC will work with all bidders to redact, before publication or disclosure pursuant to either the FOIA or the Procurement Code, any information in the proposal that is exempt from FOIA or protected under the Identification Protection Act, the Confidential Data Security Act, or other applicable law. All evaluation materials, score sheets and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process shall be retained by the Office of the Comptroller. The procurement file shall be open to public inspection within 7 business days following award of the contract.

I.15. Standard Contract

The selected contractor will be expected to enter into an agreement as contained in the standard contract attached to this RFP.

I.16. Notice of Award

The IOC shall post notification of its selection in the Illinois Procurement Bulletin. Any firm that submitted a response and believes the proposal(s) selected by the IOC is not in the State's best interest may submit a written objection to Ms. Patricia Allen, IOC, 325 West Adams, Springfield, Illinois 62704. Written objections must be physically received at that address no later than seven (7) calendar days after written announcement of award was posted. Protests filed after the seven (7) calendar day period will not be considered. The written objection must be factually based and detail how and why the objector's proposal is superior. The IOC will review the objection and issue a written response stating whether the objection should be upheld or denied in whole or in part.

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I.17. News Releases

News releases pertaining to this project will not be made without prior approval from the State of Illinois, and then only in coordination with the issuing office.

I.18. State of Illinois Participation

State of Illinois personnel will be involved in the services requested.

I.19. Questions

All questions on the RFP must be submitted on the RFP page of the IOC's web site through 12:00 PM on March 10, 2011. The IOC will respond to questions received by that date and will post all questions and responses on the web site by close of business on March 11, 2011.

Questions may be submitted by clicking on the "Comprehensive Annual Financial Reporting System RFP" link on the Comptroller's Web site (www.ioc.state.il.us).

Questions received after the deadline will be answered and posted at the discretion of the IOC.

II. Information Required from Contractors

II.1. Format for Required Information

Contractors' proposals must be submitted in seven (7) tabs as described in paragraphs II.2 through II.8 below. Tabs 6 & 7 must be individually packaged and labeled as directed herein. To be considered, the proposal must respond to all requirements of this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by contractor to respond to a requirement, the response should include reference to the paragraph number and page number. This will provide quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

II.2. **Tab 1 – Consultant Portfolio**

Provide detailed, non-proprietary information from at least three projects of similar size, scope, and subject matter to this RFP that your organization has completed within the last five years. For each project, provide contact information for the contracting entity.

II.3. **Tab 2 – Management Summary**

Include a narrative description of the proposed effort and a list of services that will be rendered.

II.4. **Tab 3 – Work Plan**

Describe in narrative form your technical plan for accomplishing the work. Respond to the "Services Required from Vendor" (part IV.3) and "Transfer of Knowledge" (part IV.4) requirements.

Modifications of the specific requirements are permitted; however, reasons for changes should be fully explained.

II.4.1. **For each third-level paragraph (i.e., IV.3.n) in part IV.3, vendor must provide a narrative response detailing the approach to providing the specific services required. For each fourth-level paragraph (i.e., IV.3.n.n) in part IV.3, the vendor must provide a narrative response, a yes/no response indicating ability to provide specific services required, staff allocation (by title (as defined in vendor responses to part IV.8.3) and individual's name), and percent of work to be completed by each individual. See Attachment V.5 "Sample Vendor Response to IV.3.n" for an example.**

II.4.2. **The vendor must provide a Knowledge Transfer Plan that meets the specific requirements stated in part IV.4.**

II.5. **Tab 4 – Responses to Personnel Qualification**

Provide responses required in section IV.8 for all consultants that will participate in the project.

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II.6. **Tab 5 – Certifications and Disclosures**

- II.6.1. The Contractor must complete and submit the Standard Certifications and Financial Interests and Potential Conflicts of Interests Disclosure Forms A and B found in the attachments for the IOC to consider the Contractor's proposal.
- II.6.2. The Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01, *et seq.*) establishes a goal that not less than 5% of the total dollar amount of State contracts be awarded to minority-owned businesses, that not less than 5% of the total dollar amount of State contracts be awarded to female-owned businesses, and that not less than 2% of the total dollar amount of State contracts be awarded to businesses owned by persons with disabilities. This goal can be met by contracts let directly by the Office of the Comptroller to such businesses or indirectly by the contractor/vendor subcontracting goods or services to qualified businesses. Certifications as a business owned by minorities, females, or persons with disabilities can be attained through the Business Enterprise Council for Minorities, Females and Persons with Disabilities or through other agencies or organizations as authorized by or under the Business Enterprise for Minorities, Females, and Persons with Disabilities Act.
- II.6.3. Contractors should identify in the proposals any certified business owned by minorities, females, or persons with disabilities committed by the bidder to be used in the performance of this contract. Include in the proposal the function such business will perform, the dollar value attributed to such business, the type of business (minority, female, or disabled) and the certifying agency.
- II.6.4. Under 30 ILCS 500/50-36, all proposals submitted under this RFP must contain a disclosure of whether the offer-or or any of its corporate parents or subsidiaries have engaged in certain types of business with the government of Iran or related entities. Any proposal that does not contain such a disclosure shall not be considered responsive to this RFP.

II.7. **Tab 6 – Financial Interests and Potential Conflicts of Interests Disclosure**

- II.7.1. The Contractor must complete and submit the Financial Interests and Potential Conflicts of Interests Disclosure Form C found in the attachments for the IOC to consider the Contractor's proposal.
- II.7.2. **As part of the proposal package, the Contractor must submit a completed Financial Interests and Potential Conflicts of Interests Disclosure Form C in an individually-sealed envelope addressed to the attention of Executive Inspector General Michael Drake.** The outside of the envelope should also indicate the contractor name and RFP number.

II.8. **Tab 7 – Cost and Price Analysis**

- II.8.1. The information in this section is required to support the reasonableness of your quotation and is for internal use only by the State of Illinois.
- II.8.2. **Vendor must provide an hourly rate for each title/individual, as defined in part IV.8 vendor responses.**
- II.8.3. **This portion of the proposal must be bound and sealed separately from the remainder of the proposal. Be sure to mark clearly the contractor name and the RFP number on the outside of the package.**

III. Criteria for Selection

III.1. Evaluation Process

- III.1.1. All proposals received from contractors will be reviewed and evaluated by a committee of qualified personnel of the State of Illinois Office of the Comptroller. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP.

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- III.1.2. If a bidder does not respond to a specific RFP element or responds with a generic (non-responsive) answer, the bidder will be scored a zero on that RFP element.
- III.1.3. If a bidder receives a score of a zero on multiple RFP elements, the IOC has the right to reject the whole proposal.

III.2. Evaluation Criteria

The following areas of consideration will be used in making the selection:

- III.2.1. **Understanding of the Business Need**
This refers to the contractor's understanding of the needs that generated the RFP, of the State's objectives in requesting the services, of the unique aspects of the services and of the nature and scope of the work involved.
- III.2.2. **Contractor Qualifications**
This criterion includes the ability of the contractor to meet the terms of the RFP, and the quality, relevancy and recent provision of similar services performed by the contractor.
- III.2.3. **Soundness of Approach**
IOC evaluation will emphasize the specific plan and resource allocation for the project, as defined in part IV.3. The contractor's capability to deliver the desired services on schedule is also of importance. The proposal should maximize benefits to the State of Illinois, while minimizing the complexity of the project.
- III.2.4. **Cost**
While this area will be weighted heavily, it will not be the only deciding factor in the selection process.

IV. Work Statement

IV.1. Definitions

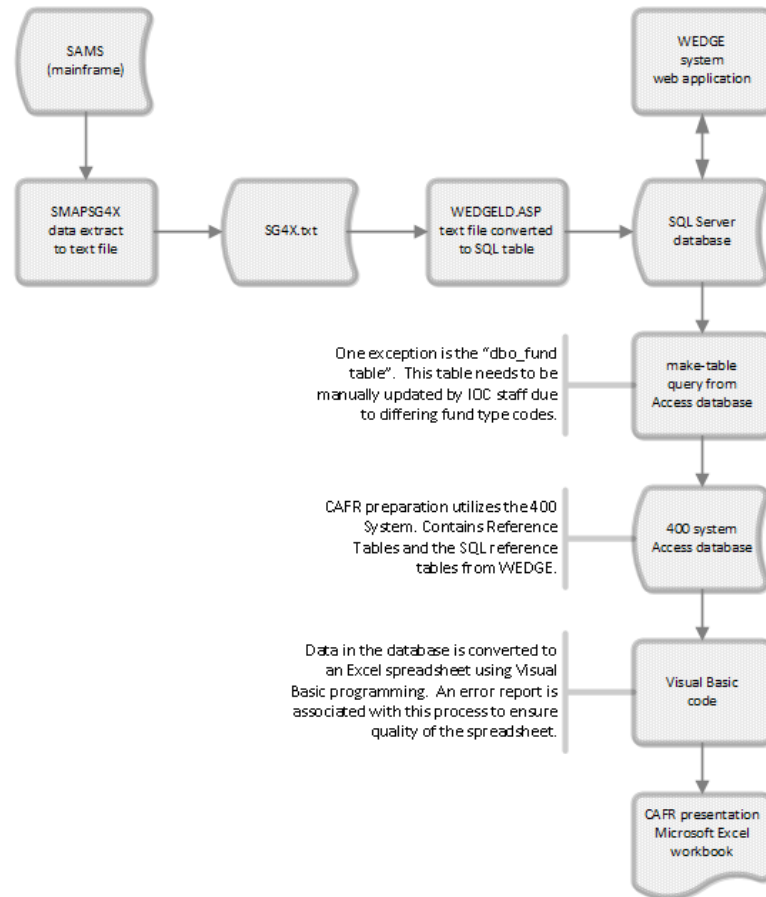
- IV.1.1. **400 System** – A tool used to aid in the balancing of the agency's GAAP packages and in generating the combining statements in the production of the CAFR.
- IV.1.2. **CFML** – ColdFusion Markup Language
- IV.1.3. **Combining Statements** – The second of the financial reporting pyramid's three reporting levels containing GAAP financial statements. Such statements are presented where an agency has more than one fund of a given fund type or in some instances, more than one fund type. These statements should be presented by fund type and include all funds of a fund type not presented as major funds in the fund financial statements.
- IV.1.4. **CRUD** – create, read, update, and delete functionality
- IV.1.5. **GAAP** – generally-accepted accounting principles
- IV.1.6. **Package** - This is the term used to define a unique agency/fund combination that requires GAAP reporting to the Illinois Office of the Comptroller.
- IV.1.7. **Record** - After you have opened a package, you will note the agency number, fiscal year, fund number, and record fields. The three record fields are: Agency, IOC, and Auditor.
- IV.1.8. **SAMS** - The Statewide Accounting Management System.
- IV.1.9. **WEDGE** - Web-based Electronic Data Gathering Environment.
- IV.1.10. **WEDGEPROD** – The production region where the WEDGE SQL tables are located. The 400 System links to these external tables using an Open Database Connectivity (ODBC) protocol.

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IV.2. Current System Overview

The compilation of the State's Comprehensive Annual Financial Report (CAFR) involves the movement of data through several conversion processes and applications. First, cash-basis data is extracted from the mainframe accounting system's ledgers and tables. Then, that data is summarized and loaded into an SQL database where it permanently resides. After further conversion, the data is displayed on the Internet in a series of forms and trial balances, allowing agencies to enter journal entries and other information that converts it to the GAAP basis. Journal entries are also made by the Office of the Comptroller. Once the data is finalized, the SQL Database is queried by a Microsoft Access-based application and exported to spreadsheets that display the combined and combining statements.

IV.2.1. System Flowchart



IV.2.2. Data Extraction / WEDGE Load

Throughout the year data is accumulated in the ledgers and tables of SAMS. Shortly after year end, revenue and expenditure data is extracted and placed in a text file. The data is extracted at the receipt account and expenditure account levels. As part of the extract process, GAAP-compliant account codes are assigned to the data. The text file is then imported into an SQL Server Application called WEDGE, where it is further summarized by agency/fund. Based on various reference tables in WEDGE, the result is a beginning trial balance for each agency/fund combination.

IV.2.3. Conversion of Data to GAAP Basis

When WEDGE has completed its summarization of the cash balance data, it is displayed to agencies via the Internet by Agency/Fund. Each agency has the ability to access the funds for which it is responsible, provided it has the proper security. The Agency/Fund data is displayed in "GAAP Packages" which are a series of supporting forms and a trial balance. The lower-level

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forms supply data for adjusting and reclassifying journal entries. These entries are then posted forward to the trial balance forms. At each step, there are appropriated edit and validation checks. As a final step, significant changes between the prior- and current-year GAAP-basis amounts are displayed and must be explained. All the schedules are detailed in Chapter 27 of the SAMS Manual located on the Comptroller's web site at:
<http://www.ioc.state.il.us/Library/SAMSManual.cfm>.

IV.2.4. Manual Forms

In addition to the electronic schedules, agencies also prepare manual forms. Both the electronic forms and manual forms are submitted to the Comptroller's Office for review and further adjustment. Such adjustments can be either directly from the Comptroller's staff or posted on behalf of external auditors.

To a certain extent the types of schedules depend on the type of fund. The types of funds are:

- IV.2.4.1. Shared Funds, where multiple agencies deposit money into or spend money out of the fund.
- IV.2.4.2. Non-Shared Funds, where only one agency deposits money into or spends money out of the fund.
- IV.2.4.3. Locally Held Funds, where the cash is kept in a local bank.
- IV.2.4.4. Proprietary Funds, where the activity is similar to a private business.

IV.2.5. Electronic Forms

- IV.2.5.1. **Interfund Payable/Receivable Analysis Form** (see SAMS Manual Procedure 27.20.65) summarizes the amounts owed and the amounts receivable related to the package being prepared. All packages receive this form.
- IV.2.5.2. **Summary of Liabilities Form** (see SAMS Manual Procedure 27.20.49) assists agencies in determining and documenting a fund's liabilities and related accrued expenditures. It provides a basis for adjusting journal entries. It also incorporates some of the amounts from the Interfund Payable/Receivable Analysis form mentioned previously. All packages receive this form.
- IV.2.5.3. **Adjusting Journal Entries Form** (see SAMS Manual Procedure 27.20.48) provides a form to accumulate all adjusting journal entries. An entry that includes both balance sheet and operating statement accounts is considered an adjusting entry. All packages receive this form.
- IV.2.5.4. **Reclassifying Journal Entries Form** (see SAMS Manual Procedure 27.20.47) provides a form to accumulate all reclassifying journal entries. An entry that includes only balance sheet accounts or only operating statement accounts is considered a reclassifying entry. All packages receive this form.
- IV.2.5.5. **Non-Shared SAMS Funds Cash Reconciliation Form** (see SAMS Manual Procedure 27.20.34) allows agencies to reconcile their cash balance per the SAMS system to the cash balance per their books. It provides the starting point for preparing the non-shared trial balance. This is completed for non-shared funds only.
- IV.2.5.6. **Account Summary Analysis Form** (see SAMS Manual Procedure 27.20.30) summarizes adjustments and/or reclassifications by account number. It is a part of every package and provides a trail from the adjustment/reclassification forms to the trial balance forms. All packages receive this form.

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- IV.2.5.7. **Fund Equity Reconciliation Form** (see SAMS Manual Procedure 27.20.29) displays the closing-out of the operating statement to the equity section of the balance sheet. It is not prepared by shared funds.
 - IV.2.5.8. **Proprietary Funds Trial Balance For Revenues and Expenses** (see SAMS Manual Procedure 27.20.27) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.9. **Proprietary Funds Trial Balance For Assets, Liabilities and Net Assets** (see SAMS Manual Procedure 27.20.26) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.10. **Locally Held Funds Trial Balance For Revenues and Expenditures** (see SAMS Manual Procedure 27.20.22) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.11. **Locally Held Funds Trial Balance For Assets, Liabilities and Fund Equity** (see SAMS Manual Procedure 27.20.21) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.12. **Non-Shared Funds Trial Balance For Revenues and Expenditures** (see SAMS Manual Procedure 27.20.17) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.13. **Non-Shared Funds Trial Balance For Assets, Liabilities and Fund Equity** (see SAMS Manual Procedure 27.20.16) provides a worksheet for conversion of agency records to current-year GAAP Basis.
 - IV.2.5.14. **Shared Funds Trial Balance For Revenues and Expenditures** (see SAMS Manual Procedure 27.20.12) provides a worksheet to record agency adjustments necessary to convert a shared fund to the GAAP Basis.
 - IV.2.5.15. **Shared Funds Trial Balance For Assets, Liabilities and Fund Equity** (see SAMS Manual Procedure 27.20.11) provides a worksheet to record agency adjustments necessary to convert a shared fund to the GAAP Basis.
 - IV.2.5.16. **Explanation of GAAP Account Changes** (see SAMS Manual Procedure 27.20.10) is to identify and explain material changes in GAAP accounts from the prior year to the current year. All packages receive this form.
- IV.2.6. 400 System Processing Overview

The 400 System is a tool used to aid in the balancing of agencies' GAAP packages and in generating the combining statements in the production of the CAFR. The system is primarily composed of a Microsoft Access database with the use of additional Visual Basic and Microsoft Excel files. The Access database resides on a network drive and is currently in Microsoft Access 2002-2003 format.

IV.2.6.1. Access Database

The Access database is comprised of tables, queries, forms, macros, and reports. The tables used in the database are generated by queries, inputted manually, or linked to the WEDGE SQL tables in the WEDGEPROD region. The few tables maintained within the database by departmental staff are mostly reference tables, e.g., dbo_Fund. These tables are needed to generate the combining statements that the WEDGE system does not include and/or where data types are changed for reporting purposes. Other tables used within the system are generated by queries and are, for the most part, used to aid in massaging the data so as to produce the combining statements.

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Queries within the database are primarily used to aid in building upon each other to produce the data needed to generate the combining statements. Some queries also aid in generating data for specified fields on forms and reports and are also used in making tables within the database to be used in building additional queries. Some queries simply assist the users in questions regarding specific data.

The forms and macros within the database are used primarily to set criteria for query results and reports. The macros within the database are used mostly to automate a series of events for specified criteria.

The reports within the database are used primarily for the department's use only. These reports aid in the balancing of the GAAP packages and provide assistance in determining if an entry or entries have been made within the WEDGE system.

An autoexec form is accessed within the 400 System containing command buttons that control navigation within the system to accomplish specific tasks. These tasks include, but are not limited to, the following:

- IV.2.6.1.1. Fund Query form – Used for various purposes, but includes the most common: (1) To determine if an entry has been made in the WEDGE system; (2) To determine an entry or entries have caused the combined statements to be out of balance; (3) To determine all activity in a summarized level for the selected year; and (4) To determine if GAAP forms collected for footnote disclosures agree to WEDGE entries.
- IV.2.6.1.2. Account Query form – Used to generate queries and results in either a report format or datasheet view to aid the departmental unit when material differences for an agency occur and in reconciling the footnotes for the CAFR.
- IV.2.6.1.3. Build Work Tables command – Invokes a macro to run a series of queries to bring all current data forward in generating the combining statements.
- IV.2.6.1.4. Combining Statements command – Invokes an additional form allowing the user to select a specified GAAP fund type, set a materiality, and generate the most current data available used in generating the combining statements. The combining statements are created for the following fund types: General, Special Revenue, Debt Service, Capital Projects, Permanent Trust, and Agency.

IV.2.6.2. Visual Basic Application

The 400 System includes a Visual Basic application which uses three modules to produce the combining statements. One module generates the balance sheet, operating statement and a statement of errors for specific fund types. Another module allows the user to maintain system parameters required for the application to determine where the databases, templates and work files are located. An externalized IO module is also used to manage the application to run against either an SQL server or Access database.

IV.2.6.3. Excel Combining Statement Files

The Excel templates used to generate the combining statements use a Balance sheet, Operating sheet and Statement of Error sheet within each template file. The Visual Basic program controlling the flow of data to the Excel templates determines if specific account lines are hidden and/or displayed and then shaded for reporting purposes of these statements within the CAFR publication.

IV.2.7. Financial Statements Overview

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The financial statements published within the CAFR publication are generated using three separate methods. The 400 System produces the General, Special Revenue, Debt Service, Capital Projects, Permanent Trust, and Agency statements. Manual entries made within Excel files that include their corresponding packages within the WEDGE system include the Internal Service and Enterprise statements. Manual entries made within Excel files because the packages are prepared manually include the Investment Trust, Private Purpose Trust, Pension, Component Units, and University statements.

For those statements produced from the 400 System, other miscellaneous adjustments and a series of appearance-formatting modifications are needed before final CAFR publication.

IV.3. Services Required from Vendor

For each third-level paragraph (i.e., IV.3.n) in part IV.3, vendor must provide a narrative response detailing the approach to providing the specific services required. For each fourth-level paragraph (i.e., IV.3.n.n) in part IV.3, the vendor must provide a narrative response, a yes/no response indicating ability to provide specific services required, staff allocation (by title (as defined in vendor responses to part IV.8.3) and individual's name), and percent of work to be completed by each individual. See Attachment V.5 "Sample Vendor Response to IV.3.n" for an example.

IV.3.1. SQL Server Upgrade and Database Changes.

IV.3.1.1. Vendor will upgrade database, currently in SQL Server 2005, to SQL Server 2008.

IV.3.1.2. Vendor will relocate database to another (existing) server.

IV.3.1.3. Vendor will change data types for three columns in approximately 50 tables. There are also 7 views and 50 stored procedures that interact with these tables.

IV.3.2. ASP 2.0 to CFML/SQL Server Stored Procedures.

IV.3.2.1. Vendor will rewrite/convert approximately five data entry/presentation screens from ASP 2.0 to ColdFusion/CFML/SQL Server Stored Procedures based on business rules/examination of existing code. CRUD (create, read, update, and delete) capabilities on data validations are required.

IV.3.2.2. Vendor will rewrite/convert approximately seven summary/presentation screens from ASP 2.0 to ColdFusion/CFML/SQL Server Stored Procedures based on business rules/examination of existing code.

IV.3.2.3. Vendor will convert all Utility Screens (Report Menu, Package Menu, and Administrative Utility Menu) from ASP 2.0 to ColdFusion/CFML/SQL Server Stored Procedures based on business rules/examination of existing code.

IV.3.3. Crystal Reports to SSRS

Crystal Reports is currently used to generate reports for end users. There are two main reports, each containing several sub-reports that provide data from the WEDGE database (see IV.2.5).

IV.3.3.1. Vendor will provide reports converted/rewritten using SQL Server Reporting Services from Crystal Reports.

IV.3.3.2. Vendor will ensure these reports are accessible to the end user without having to log in (if they are currently logged in to WEDGE). The Reporting Services server is on a different server than the server that WEDGE is located on.

IV.3.4. Convert/Complete the WEDGE Load Conversion Process and Administrative Front End

The WEDGE Load Process is currently a manual system driven mainly by one ASP 2.0 page and a Stored Procedure.

IV.3.4.1. The WEDGE Load Process rewrite has already begun in-house. Vendor will provide the WEDGE Load Process either by modifying the CFML code and SQL Server Stored

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Procedures, which have been built previously and are in the test scripting phase, or the front end can be written completely from scratch using CFML and Stored Procedures. The WEDGE Load process takes an extract (text) file generated in SAMS and downloads it to a network drive. Then, through a series of procedures, it summarizes the data into a format that can be displayed in the WEDGE packages. The automated processes include:

- The population of one SQL Server table via the extract.
- The population of another SQL Server table via the table which was populated from extract data.
- The population of one SQL Server table via the same table from the previous FY.
- The initialization (clearing out) of several tables, and the resetting of data in other tables to a zero value.

The coding of this application is completed, and a detailed functional overview has been approved. We are in the testing phase of this project in-house.

IV.3.4.2. A WEDGE Administrative front end has already begun in-house. Vendor will provide a WEDGE Administrative front end that will allow the IOC staff to run the WEDGE Load process either by modifying CFML code, which has been built previously and is in the test scripting phase, or the front end can be written completely from scratch using CFML and Stored Procedures. The WEDGE Administrative Front End will allow the users to perform the load process rather than relying on technical personnel. The layout and basic coding is completed for the Administrative front end. The security will need to be implemented using NT Authentication against a Network Group. The user will monitor progress through a checklist of tasks and jobs that run in sequence. For example, once Part A has been completed, Part B can begin. A log file will need to be generated, providing data on inserts and updates to the tables above.

IV.3.5. Evaluate/Convert/Generate Data from the Existing 400 System to Financial Combining Statements for Publication of CAFR

- IV.3.5.1. Vendor will evaluate the Microsoft Access 400 database to determine the necessary data to summarize for the reporting of the combining statements. These requirements will then be incorporated into the WEDGE SQL tables so as to eliminate the need for the tables and queries in the existing Access database.
- IV.3.5.2. Vendor will evaluate the Microsoft Access 400 database to determine the necessary data/forms needed to provide the user area with a functional tool to aid in the balancing of the agency's GAAP packages using the WEDGE SQL tables. This will eliminate the need for these queries/forms in the existing Access database.
- IV.3.5.3. Vendor will evaluate and convert the existing Visual Basic code and executable file to incorporate this functionality from the WEDGE SQL tables to a Microsoft Excel file(s). The existing Visual Basic program will be eliminated. The functionality will include creating/generating a balance sheet, operating statement and a statement of errors for specific fund types based upon a specified materiality. These reports should be generated in Microsoft Excel and should not be limited to a specific version control.
- IV.3.5.4. Vendor will incorporate the functionality and automation to make other miscellaneous adjustments and a series of appearance-formatting modifications that are needed before final CAFR publication.
- IV.3.5.5. Vendor will provide the user area with the flexibility needed for ad hoc queries from the WEDGE SQL tables.
- IV.3.5.6. Vendor will provide the functionality needed to track specific changes for audit trail purposes.

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IV.3.5.7. Vendor will document all necessary technical and functional procedures relating to the rewrite of the existing 400 System.

IV.4. Transfer of Knowledge

Vendor will develop a Knowledge Transfer Plan to describe the approach for administrative personnel, end users, and technical personnel to achieve a familiar level of understanding of how the system works. The Knowledge Transfer Plan will include, but is not limited to, the following:

IV.4.1. Training goals/standards and the specific plan for training technical personnel and end users.

IV.4.2. Strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle.

IV.4.3. A description of deliverables to support the Knowledge Transfer Plan, including initial support, user manuals, system manuals, and training materials for technical/non-technical personnel to enable State personnel to operate, maintain, and modify the new system once completed.

IV.5. Milestones and Deliverables

Consultants will report directly to the Project Administrator or his designees and will receive direction about the deliverables of the project to which they are assigned through the System Request Methodology processes. However, the general deliverables expected for the system are:

IV.5.1. Vendor-Defined Detailed Project Timeline	April 8, 2011
IV.5.2. Technical Designs	April 22, 2011
IV.5.3. All Project Coding	May 27, 2011
IV.5.4. Vendor System Testing	June 3, 2011
IV.5.5. All User Acceptance Testing	June 24, 2011
IV.5.6. All System Documentation	June 24, 2011
IV.5.7. All Transfer of Knowledge Completed per Plan	June 24, 2011
IV.5.8. Full Project Implementation	June 30, 2011

IV.6. Where Services are to be Performed

All services are required to be performed on-site at 325 W. Adams St., Springfield, Illinois, unless otherwise authorized by the IOC.

IV.7. Term of Contract

The anticipated term of this contract shall be from April 1, 2011 through June 30, 2011.

IV.8. Personnel Qualification

For each individual proposed to provide services under the contract, Vendor shall:

IV.8.1. Provide resume. Resume must include the full name, educational background, and years of experience and employment history, particularly as it relates to the scope of services specified herein.

IV.8.2. Describe the level of technical experience in providing the types of services specified in part IV.3 of the RFP, "Services Required from Vendor," including a listing of projects representative of the information systems development requested and the names and contact information of the entities for which the services were provided.

IV.8.3. Provide a vendor-defined title, such as "Senior ColdFusion Developer" or "Microsoft SQL Server database administrator." **This title structure must be utilized in vendor responses to parts II.8 and IV.3.**

V. Attachments

V.1. Standard Certifications

V.2. W-9 Certification

V.3. Disclosure Form A (Financial Interests and Potential Conflicts of Interests)

V.4. Disclosure Form B (Financial Interests and Potential Conflicts of Interests)

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- V.5. Disclosure Form C (Financial Interests and Potential Conflicts of Interests)
- V.6. Disclosure Form D (Disclosure of Business Operations with Government of Iran)
- V.7. Sample Vendor Response to IV.3.*n*
- V.8. Sample Contract

END OF REQUEST FOR PROPOSAL

CONFLICT OF INTEREST. Vendor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any such interest that would conflict in any manner with the performance of its services under this contract. Further, Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/Article 50). All the terms, conditions, and provisions of Article 50 apply to this contract and are made a part of this contract the same as though they were incorporated and included herein. Vendor further represents that the disclosures required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500/50-35), if applicable, have been made and are true and correct.

BRIBERY CONVICTION CERTIFICATION. Vendor certifies that it is not barred from being awarded a contract or subcontract with the Office of the Comptroller or with the State of Illinois under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 of the Illinois Procurement Code prohibits contracting with a person or business that has been convicted under the laws of Illinois or of any other State of bribing or attempting to bribe a State officer or employee or that has made an admission of guilt to that conduct but has not been prosecuted.

FELONY CONVICTION CERTIFICATION. Vendor certifies that it is not barred from being awarded a contract or subcontract with the Office of the Comptroller or with the State of Illinois under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 of the Illinois Procurement Code prohibits a person or business entity convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor acknowledges that making a false statement with regard to this certification is a Class 3 felony.

PROHIBITED BIDDERS AND CONTRACTOR CERTIFICATION. Vendor certifies that it is not barred from being awarded a contract with the Office of the Comptroller or with the State of Illinois under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding on or entering into a contract with the State of Illinois if the business or any officer, director, or partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. § 7201, *et seq.*) or of a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1, *et seq.*) for a period of five (5) years prior to the date of the bid or contract. Vendor acknowledges that the Office of the Comptroller shall declare this contract void if this certification is false.

DEBT DELIQUENCY CERTIFICATION. Vendor certifies that neither it nor any of its affiliates is prohibited from entering into a contract with the Office of the Comptroller or the State of Illinois by Section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 of the Illinois Procurement Code bars any person who is delinquent in the payment of a debt to the State from contracting with a State agency, unless that person or its affiliates has entered into a deferred payment plan to pay off the debt. Vendor acknowledges that the Office of the Comptroller may declare this contract void if this certification is false.

USE TAX CERTIFICATION. Vendor certifies that neither it nor its affiliates is prohibited from entering into a contract with the Comptroller or the State of Illinois under Section 50-12 of the Illinois Procurement Code (30 ILCS 5000/50-12). Section 50-12 of the Illinois Procurement Code bars a person from entering into a contract with a State agency if the person or any of its affiliates 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 (35 ILCS 105/1, *et seq.*). Vendor acknowledges that the Office of the Comptroller may declare this contract void if this certification is false.

ENVIRONMENTAL PROTECTION ACT CERTIFICATION. Vendor certifies that it is not barred from being awarded a contract with the Office of the Comptroller or the State of Illinois under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 of the Illinois Procurement Code bars the State from awarding a contract to any person or business found by a court or by the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act (415 ILCS 5/42). A State agency is barred from awarding a contract to a person or business found to have been in violation for a period of five (5) years from the date of the order containing the finding of violation, unless there is no practicable alternative available to the State. Vendor acknowledges that the Office of the Comptroller may declare this contract void if this certification is false.

LEAD POISONING PREVENTION ACT CERTIFICATION. Vendor certifies that it is not barred from being awarded a contract or subcontract with the Office of the Comptroller or with the State of Illinois under Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 of the Illinois Procurement Code prohibits owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) from doing business with the State of Illinois or any State agency until the violation is mitigated. Vendor acknowledges that the Office of the Comptroller may declare this contract void if this certification is false.

REVOLVING DOOR PROHIBITION CERTIFICATION. Vendor certifies that it is not barred from engaging in any procurement activity with the Office of the Comptroller under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 of the Procurement Code prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to an agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes but is not limited to lobbying the procurement process; specifying; bidding; proposing bid, proposal or contract documents on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. (30 ILCS 500/50-30.)

FORCED LABOR CERTIFICATION. Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 /10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Comptroller's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.

PROHIBITION OF GOODS FROM CHILD LABOR: The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12). (30 ILCS 584/1).

EDUCATIONAL LOAN CERTIFICATION. Vendor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1, *et seq.*).

BID-RIGGING AND BID ROTATING CERTIFICATION. Vendor certifies that it is not barred from bidding on contracts with the State of Illinois as a result of a conviction of bid-rigging under Section 33E or of a bid rotating under Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).

DUES TO CLUBS THAT DISCRIMINATE CERTIFICATION. Vendor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club that unlawfully discriminates. (775 ILCS 25/0.01, *et seq.*)

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION. Vendor certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 App. U.S.C. § 2401, *et seq.*) or the regulations of the United States Department of Commerce promulgated under that Act. This certification applies to contracts in excess of \$10,000 (30 ILCS 582).

AMERICANS WITH DISABILITIES ACT CERTIFICATION. The Americans with Disabilities of 1990 (42 U.S.C. § 12101, *et seq.*) (ADA) and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition of this contract, Vendor certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.

DRUG FREE WORKPLACE COMPLIANCE CERTIFICATION. The Vendor certifies and agrees that it will provide a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*), and that an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - 3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b) Establishing a drug free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the grantee’s or contractor’s policy of maintaining a drug free workplace;
 - 3) any available drug counseling rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- g) Making a good-faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. The Vendor agrees not to commit “unlawful discrimination” in employment as that term is defined in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT. The Vendor will comply with the Public Works Employment Discrimination Act (775 ILCS 10/.01, *et seq.*). The provisions of this Act are made part of this contract by reference as though set forth herein.

SEXUAL HARASSMENT POLICY. The Vendor shall have a written sexual harassment policy that shall include the definition of sexual harassment under State law and its illegality; a description of sexual harassment utilizing examples; the Vendor’s internal complaint process including penalties; the legal recourse available through and contact information for the Department of Human Rights and

the Human Rights Commission; and protection against retaliation for complaining of sexual harassment. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act.

Right To Audit Records. (30ILCS 500/20-65(b)) Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of 3 years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency.

Subcontractor Disclosure: (Indicate applicable statement)

- ☐ Vendor will not utilize the services of subcontractors to fulfill obligations under this Contract.
- ☐ Vendor will utilize the services of subcontractors to fulfill the obligations under this Contract.
- ☐ Attached is a listing of names and addresses, and anticipated amounts for each subcontractor.

IDHR CONTRACTOR REGISTRATION NUMBER. The Illinois Department of Human Rights (IDHR) requires certain persons wishing to bid on State of Illinois contracts to file a completed Employer's Report Form PC-1 before bid opening. IDHR will then assign a registration number. Your IDHR Contractor Registration Number must be submitted with your bid or proposal. Form PC-1 may be obtained by calling IDHR at 312-814-2431, TDD 312-263-1579. Your Bid will not be considered without this number.

IDHR Contractor Registration Number: _____

STATE BOARD OF ELECTIONS CERTIFICATION. Vendor certifies, in accordance with 30 ILCS 500/20-160, as applicable:

- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
- OR
- ☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certification of registration is attached.

Vendor acknowledges that the State may declare this contract void without any additional compensation due to Vendor if this foregoing certification is false or if Vendor or its affiliated person or entities engage in conduct that violates 30 ILCS 500/20-160.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THESE CERTIFICATIONS ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization _____

Signature of Authorized Representative

Requisition/Contract/Grant ID Number

Printed Name and Title

Date

Contact Person Name

Contact Person Telephone Number

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.					
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)						
	Business name/disregarded entity name, if different from above						
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate						
	☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____						
	☐ Other (see instructions) ▶ _____						
	☐ Exempt payee						
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)					
City, state, and ZIP code							
List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.							
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 40%;">[] [] [] [] [] [] [] []</td> </tr> </table>	[] [] [] []	-	[] [] [] []	-	[] [] [] [] [] [] [] []
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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 (defined below).							
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.							
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____						

**FINANCIAL INTERESTS AND
POTENTIAL CONFLICTS OF INTERESTS**

30 ILCS 500/50-35 requires vendors desiring to enter into certain contracts with the State of Illinois to disclose the financial and potential conflict of interest information specified below as a condition of receiving an award or contract. This requirement is applicable to contracts with an annual value exceeding \$10,000. You must submit this information with your bid, proposal, or offer. A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements. A privately held entity that is exempt from Federal 10K reporting but has more than 400 shareholders may submit the information that Federal 10K reporting companies are required to report under 17 CFR 229.401 and list the names of any person or entity holding any ownership share that is in excess of 5% in satisfaction of the disclosure requirements.

Disclosure of Financial Information. The individuals named below have an interest in the vendor (or its parent) in terms of ownership or distributive income share of more than 5%, or an Interest which has a value of more than 60% of the Governor's salary.

Name: _____

Address: _____

Type of Ownership/Distributable Income Share: Stock ☐ Sole Proprietorship ☐ Partnership ☐

Other (explain) _____

% or \$ value of ownership/distributable income share. _____

Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified above, check yes or no to indicate which, if any, of the following potential conflicts of interest relationships apply. If yes, please describe, attaching additional pages as necessary.

- a) State employment, currently or in the previous 3 years, including contractual employment of services. **Yes ☐ or No ☐**
- b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. **Yes ☐ or No ☐**
- 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 3 years. **Yes ☐ or No ☐**
- d) Elective status currently or in the previous 2 years; spouse, father, mother, son, or daughter. **Yes ☐ or No ☐**
- 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 3 years. **Yes ☐ or No ☐**
- f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. **Yes ☐ or No ☐**
- g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. **Yes ☐ or No ☐**
- h) Employment currently or in the previous two years, of spouse, father, mother, son, or daughter as a registered lobbyist of the State government. **Yes ☐ or No ☐**
- i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. **Yes ☐ or No ☐**
- j) Relationship to anyone—spouse, father, mother, son, or daughter—who was a compensated employee in the last 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. **Yes ☐ or No ☐**

Vendor certifies that the information disclosed herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor _____

Signature of Authorized Representative

Requisition/Contract Number

Printed Name and Title

Date

**FINANCIAL INTERESTS AND
POTENTIAL CONFLICTS OF INTERESTS**

30 ILCS 500/50-35 requires vendors desiring to enter into certain contracts with the State of Illinois to disclose the information specified below as a condition of receiving an award or contract. This requirement is applicable to contracts with an annual value exceeding \$10,000. You must submit this information with your bid, proposal, or offer.

- a) Vendor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking: **Yes ☐ or No ☐.**
- b) Vendor shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with any other units of State of Illinois government by checking: **Yes ☐ or No ☐.**

If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

Vendor certifies that the information disclosed herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor _____

Signature of Authorized Representative

Requisition/Contract Number

Printed Name and Title

Date

**FINANCIAL INTERESTS AND
POTENTIAL CONFLICTS OF INTERESTS**

Executive Order of the Comptroller 05-01 requires a Vendor desiring to enter into contracts with an annual aggregate value exceeding \$10,000 to be paid from appropriations or expenditure authority under the sole jurisdiction of the Comptroller, to disclose political contributions made by the Vendor to the Comptroller or to a political committee established to promote the candidacy of the Comptroller.

Vendor shall disclose the information identified below as a condition of receiving an award or contract. Vendor shall submit a completed disclosure at the time of submittal of the bid, proposal, or offer in a sealed envelope addressed to the attention of Michael Drake, Executive Inspector General of the Comptroller, 325 West Adams Street, Springfield, IL 62704. Questions concerning Disclosure Form C may be directed to Executive Inspector General Michael Drake at (217) 558-1601.

Definitions:

- "Affiliated person" means any person with an ownership interest or distributive share of the bidding entity in excess of 5%, and executive employees of the bidding entity, and the spouse and minor children of any such persons.
- "Affiliated entity" means any subsidiary of the bidding entity, any member of the same unitary business group or any political committee for which the bidding entity is the sponsoring entity as defined in the Election Code. (See definition of "sponsoring entity" below.)
- "Member of the same unitary business group" means the same as that term is defined in the Illinois State Income Tax Code, 35 ILCS 5/1501(a)(2).
- "Sponsoring entity" means (i) any person, political committee, organization, corporation, or association that contributes at least 33% of the total funding of the political committee or (ii) any person or other entity that is registered or is required to register under the Lobbyist Registration Act and contributes at least 33% of the total funding of the political committee.
- "Vendor" means the bidder or offerer and any "affiliated person" or "affiliated entity" of the bidder or offerer.

Disclosure:

Vendor shall identify any and all persons with an ownership interest or distributive share of the bidding entity in excess of 5%, and any and all executive employees of the bidding entity, and the spouse and minor children of such persons.

Vendor shall identify any and all subsidiaries of the bidding entity, and any and all members of the same unitary business group as well as any political committee for which the bidding entity is the sponsoring entity.

Vendor shall identify whether within the previous two years it made political contributions required to be reported under Article 9 of the Election Code to the Comptroller or to a political committee established to promote the candidacy of the Comptroller by checking: **Yes ☐ or No ☐.**

If "yes" is checked, identify below each political contribution by listing the recipient of the contribution, the name and address of the contributor, and the dollar amount of the contribution. Attach additional pages as necessary.

Vendor certifies that the information disclosed herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor _____

Signature of Authorized Representative

Requisition/Contract Number

Printed Name and Title

Date

Disclosure of Business Operations with Government of Iran (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:

- 1) 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
- 2) 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. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and, if item 2 is checked, you must also make the necessary disclosure.

- 1) ☐ There are no business operations that must be disclosed to comply with the above-cited law.
- 2) ☐ The following business operations are disclosed to comply with the above-cited law:

Printed Name of Vendor _____

Signature of Authorized Representative

Requisition/Contract Number

Printed Name and Title Date

VENDOR RESPONSE TO IV.3.4**IV.3.4. Convert/Complete the WEDGE Load Conversion Process and Administrative Front End**

To complete the WEDGE Load process, we will examine the code written in-house along with the technical and functional documentation already completed, along with the legacy code if need be. Our staff has extensive knowledge not only in database development and data conversion processes, but also with specific financial reporting processes, having worked extensively with the Treasurer's Office in the generation of its financial reports for the past 5 years.

- IV.3.4.1. Based on extensive experience with data transfer procedures, our DBA and ColdFusion experts will examine the existing code written in-house and compare the results of the load process with the previous versions' output. Our hope is that we can use your existing code. If not, we will implement the plan mentioned in the next section. Given that the Load Process will be done through the Admin interface, the system will ensure that the appropriate checkboxes have been marked by the administrator prior to allowing the Load process to run. Other edit checks will also be in place to ensure the system is ready for the load process to take place. Once ready, the system will allow the user to load WEDGE. ColdFusion allows for log files to be written in tandem with the job it is logging, thereby creating real-time reports and edit checks for the user for easy data validation. Our DBA has extensive knowledge not only in database development and data conversion processes, but also with specific financial reporting processes, having worked extensively with the Treasurer's Office in the generation of its financial reports for the past 5 years.

ABILITY TO PROVIDE SPECIFIC SERVICE: ☒ Yes or ☐ No

STAFF ALLOCATION:

Consultant Title	Individual's Name	Percent of Work
Junior ColdFusion Developer	J. Doe	30%
Microsoft SQL Server DBA	M. Smith	35%
Microsoft SQL Server DBA	L. Winn	35%

- IV.3.4.2. Our ColdFusion developers have extensive knowledge in application security and integrity. Forms and log files that we build or modify will allow your users to administer the load process effectively. We will create a login form based on the security provisions you outline, and/or allow specific users the ability to access the data based on their existing network login, bypassing the form. We will also provide a user-friendly interface using CSS and jQuery, and CF for the processing in order to fulfill your request to generate the log files necessary to verify your data, though we also envision users accessing the resulting tables in read-only fashion through the interface itself, thereby allowing you to verify the data that way. PDFs can also be generated for easy printing and sharing using either CF or SQL Server Reporting Services. We will discuss options with you in detail once we arrive on site. In sum, the interface can be built using a combination of CFML (we prefer the XXX Methodology, but will write the code in whatever you specify), HTML, jQuery and CSS. We will use SQL Server stored procedures or ColdFusion to process queries and monitor the status.

ABILITY TO PROVIDE SPECIFIC SERVICE: ☒ Yes or ☐ No

STAFF ALLOCATION:

Consultant Title	Individual's Name	Percent of Work
Senior ColdFusion Developer	J. Jones	10%
Junior ColdFusion Developer	J. Doe	20%
Microsoft SQL Server DBA	M. Smith	70%



CONTRACT

This Contract, made and entered by and between the Office of the Comptroller, State of Illinois, and

_____, hereinafter called the "Vendor".

Services: The Vendor agrees to provide: (Describe goods or services and location at which to be provided)

Compensation: The Office of the Comptroller will pay the Vendor as follows:

A. \$_____ will be paid to the Vendor upon final acceptance of the above stated goods or services.

B. At the rate of \$_____ per _____
(hour, day, month, or other unit)

Expenses: The Office of the Comptroller shall reimburse the Vendor for necessary travel; expenses as follows:

Total travel expenses shall not exceed \$_____

Contract Amount: The maximum amount payable under this Contract is \$_____

(or) The estimated amount payable under this Contract is \$_____

Billing: The Vendor shall submit an invoice _____
(monthly, after completion of services, in advance, etc.)

for services rendered. The invoice shall be detailed to show services performed and any other expenses or additions.

Term and renewal: The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to 30 ILCS 500/20-60 or other applicable statutes. When the term begins on execution that means the date of final execution by the Office of the Comptroller. If commencement of performance is delayed because the Contract is not executed by the Office of the Comptroller on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option. The term of this Contract shall be for the period commencing on _____ and shall terminate on _____. The parties ___ may ___ may not (check one) renew this Contract upon mutual agreement for an additional term as follows _____.

Termination for Cause without Advance Notice: The Office of the Comptroller may terminate this Contract for any of the following reasons effective immediately without advance notice:

In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

The Office of the Comptroller determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

The Vendor fails to comply with confidentiality laws or provisions;

The Vendor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

Termination for Cause with Notice: The occurrence of any one or more of the following events shall constitute cause for the Office of the Comptroller to declare the Vendor in default of its obligations under this Contract:

The Vendor fails to perform, to the Office of the Comptroller's satisfaction, any material requirement of this Contract or is in violation of a material provision of the Contract, including but without limitation, the express warranties made by the Vendor;

The Office of the Comptroller determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

The Vendor fails to make substantial and timely progress toward performances of the Contract;

The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Office of the Comptroller reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

The Vendor is engaged in conduct that has or may expose the Office of the Comptroller to liability, as determined in the Office of the Comptroller's sole discretion; or

The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

If there is a default event caused by the Vendor, the Office of the Comptroller shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the time specified in the Office of the Comptroller's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Office of the Comptroller may either: (a) immediately terminate the Contract without additional notice; or (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

Termination for Convenience upon Notice: Following ____ days written notice, the Office of the Comptroller may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Office of the Comptroller up to and including the date of termination.

Vendor's Remedies in Event of Termination by Office of the Comptroller: In the event of termination of this Contract for any reason by the Office of the Comptroller, the Office of the Comptroller shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Office of the Comptroller is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Office of the Comptroller under this Contract in the event of termination. However, the Office of the Comptroller shall not be liable for any of the following costs:

The payment of unemployment compensation to the Vendor's employees;

The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to startup costs, overhead or other costs associated with the performance of the Contract;

Any taxes that may be owed by the Vendor in connection with the performance of the Contract, including, but not limited to sales taxes, excise taxes, use taxes, income taxes or property taxes.

Vendor's Termination Duties: The Vendor, upon receipt of notice of termination or upon request of the Office of the Comptroller, shall:

Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Office of the Comptroller may require;

Immediately cease using and return to the Office of the Comptroller any personal property or materials, whether tangible or intangible, provided by the Office of the Comptroller to the Vendor;

Comply with the Office of the Comptroller instructions for the timely transfer of any active files and work product produced by the Vendor under this product;

Cooperate in good faith with the Office of the Comptroller, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

Immediately return to the Office of the Comptroller any payments made by the Office of the Comptroller for services that were not rendered by the Vendor.

Laws of Illinois: This Contract shall be governed in all respects by the laws of the State of Illinois.

Subject to Appropriations: Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this Contract pursuant to Section 20-60 of the Illinois Procurement Code (30 ILCS 500/20-60). The State will, however, use its best efforts to secure funding for this Contract.

Right To Audit Records: (30ILCS 500/20-65(b)) Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of 3 years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency.

Work Product: All documents, including reports and all other work products produced by the Vendor under this Contract, shall become and remain property of the State of Illinois.

Conflict of Interest Certification: Vendor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any such interest that would conflict in any manner with the performance of its services under this contract. Further, Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/Article 50). All the terms, conditions, and provisions of Article 50 apply to this contract and are made a part of this contract the same as though they were incorporated and included herein. Vendor further represents that the disclosures required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500/50-35), if applicable, have been made and are true and correct.

Bribery Conviction Certification: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

30 ILCS 500/50-10(b) Felons: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 5-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been

convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Prohibited Bidders and Contractor Certification: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor, or any officer, director, partner, or other managerial agent of contractor, 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 contractor is in violation of Subsection (e). The contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.

Debt Delinquency Certification: The contractor 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 contractor from entering into a contract with a State agency if the contractor 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 Bureau. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Illinois Use Tax Certification: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, 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. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

Environmental Protection Act Violations: The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with a State agency if the contractor has 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 5 years. The contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

Lead Poisoning Prevention Act Certification: Vendor certifies that it is not barred from being awarded a contract or subcontract with the Office of the Comptroller or with the State of Illinois under Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 of the Illinois Procurement Code prohibits owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) from doing business with the State of Illinois or any State agency until the violation is mitigated. Vendor acknowledges that the Office of the Comptroller may declare this contract void if this certification is false.

Revolving Door Prohibition Certification: Vendor certifies that it is not barred from engaging in any procurement activity with the Office of the Comptroller under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 of the Procurement Code prohibits chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties were directly related to State procurement from engaging in any procurement activity for a period of two (2) years after terminating an affected position relating to an agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes but is not limited to lobbying the procurement process; specifying; bidding; proposing bid, proposal or contract documents on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. (30 ILCS 500/50-30)

Forced Labor Certification: Vendor certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 /10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or

indentured labor. Vendor acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Comptroller's option; (2) the Vendor being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Vendor being suspended from bidding on any State contract for up to 360 days.

Prohibition of Goods from Child Labor: The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12). (30 ILCS 584/10).

Educational Loan Certification: Vendor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/3).

Bid-rigging and Bid Rotating Certification: Vendor certifies that it is not barred from bidding on contracts with the State of Illinois as a result of a conviction of bid-rigging under Section 33E or of a bid rotating under Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-11, 5/33E-3, 5/33E-4).

Dues to Clubs that Discriminate Certification: Vendor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club that unlawfully discriminates. (775 ILCS 25/0.01 et seq.)

International Anti-Boycott Certification: Vendor certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 U.S.C. App. 2401 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act. This certification applies to contracts in excess of \$10,000. (30 ILCS 582/5).

Americans with Disabilities Act Certification: The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (ADA) and the regulations promulgated there under prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition of this contract, Vendor certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.

Drug Free Workplace Compliance Certification. The Vendor certifies and agrees that it will provide a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.), and if an individual, shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years. (ILCS 580/8)

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant or \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and

- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
- (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Equal Employment Opportunity Clause. The Vendor agrees not to commit "unlawful discrimination" in employment as that term is defined in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

Public Works Employment Discrimination Act. The Vendor will comply with the Public Works Employment Discrimination Act (775 ILCS 10/.01 et seq.). The provisions of this Act are made part of this contract by reference as though set forth herein.

State Employee Indemnification Act. This contract is not subject to the State Employee Indemnification Act. (5 ILCS 350)

Steel Products Procurement Act. Any steel products used or supplied for the construction, reconstruction, alteration, repair, improvement or maintenance of public works shall be manufactured or produced in the United States in conformance with 30 ILCS 565/4.

Sexual Harassment Policy. The Vendor shall have a written sexual harassment policy that shall include the definition of sexual harassment under State law and its illegality; a description of sexual harassment utilizing examples; the Vendor's internal complaint process including penalties; the legal recourse available through and contact information for the Department of Human Rights and the Human Rights Commission; and protection against retaliation for complaining of sexual harassment.

Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act.

IDHR Contractor Registration Number. The Illinois Department of Human Rights (IDHR) requires certain persons wishing to bid on State of Illinois contracts to file a completed Employer's Report Form PC-1 before bid opening. IDHR will then assign a registration number. Your IDHR Contractor Registration Number must be submitted with your bid or proposal. Form PC-1 may be obtained by calling IDHR at 312-814-2431, TDD 312-263-1579.

IDHR Contractor Registration Number: _____

State Board of Elections Certification: Vendor certifies, in accordance with 30 ILCS 500/20-160, as applicable:

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

OR

___ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certification of registration is attached.

Vendor acknowledges that the State may declare this contract void without any additional compensation due to Vendor if this foregoing certification is false or if Vendor or its affiliated person or entities engage in conduct that violates 30 ILCS 500/20-160.

Recycled Materials. Whenever economically and practically feasible, a product to be procured must consist, wholly or in part, of recycled materials, or be recycled or reusable in whole or in part.

Subcontractor Disclosure: (Indicate applicable statement)

- ___ Vendor will not utilize the services of subcontractors to fulfill obligations under this Contract.
 ___ Vendor will utilize the services of subcontractors to fulfill the obligations under this Contract.
 ___ Attached is a listing of names and addresses, and anticipated amounts for each subcontractor.

Termination of Prior Agreements: This Contract and any attachments listed below, which attachments are hereby made a part of this Contract, shall constitute the entire agreement between the contracting parties concerning the subject matter of this Contract, and no modification or alteration hereof shall be valid except by a supplemental contract, in writing, executed and approved in the same manner as this Contract.

ATTACHMENTS: (list by title and/or form number)

Signed Form W-9 (Rev.10-2007) _____

Conflicting Documents: To the extent that the terms of this Contract are in conflict with any attachments, the terms of this Contract control, unless otherwise specified in this Contract.

Most Favorable Terms: The Vendor agrees that if more favorable terms are granted hereafter by the Vendor to any similar state or local governmental agency in any state, the more favorable terms shall be applicable to all contracts heretofore made with the Comptroller for comparable services or equipment. (30 ILCS 500/25-30.)

In Witness Whereof, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date herein indicated.

VENDOR NAME _____

STATE OF ILLINOIS

BY: _____
 Signature of Authorized Representative

 Judy Baar Topinka, Comptroller
 BY: _____
 Signature of Designee

DATE _____

DATE _____

PRINTED NAME _____
 Authorized Representative

PRINTED NAME _____
 Designee

PRINTED TITLE _____
 Authorized Representative

PRINTED TITLE _____
 Designee