
STATE OF ILLINOIS

DEPARTMENT OF
HUMAN SERVICES



REQUEST FOR PROPOSALS

Reference # 33115

Support Services Teams

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

1. INTRODUCTION	1
2. DEFINITIONS	3
3. KEY INFORMATION ABOUT THIS RFP	5
4. SERVICES REQUIRED FROM THE VENDOR	8
5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS.....	19
Attachment A - Qualification Form	23
Attachment B - Business and Directory Information	24
Attachment C - References.....	25
Attachment D - Dept. of Human Rights (DHR) Public Contract Number	26
Attachment E - Minority, Female, Persons with Disability Status and Subcontracting.....	27
Attachment F - Letter of Intent (LOI)	39
Attachment G - Conflicts of Interest Disclosures	41
Attachment H - Taxpayer Identification Number	48
Attachment I - Information Regarding Terminations, Litigation and Debarment	49
Attachment J - Domestic Products.....	50
Attachment K - Designation of Confidential and Proprietary Information.....	51
Attachment L – Disclosure of Business Operations with Government of Iran.....	52
5.3 PRICE:.....	53
Pricing Attachment	55
6. HOW WE WILL EVALUATE OFFERS	56
7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS	59

SAMPLE CONTRACT FOR SERVICES

REQUEST FOR PROPOSALS

- ☐ Request for Proposals (RFP)
- ☒ Request for Proposals for Professional & Artistic Services (RFP P&A)

1. INTRODUCTION

- 1.1 PURPOSE:** The Department of Human Services, Division of Developmental Disabilities is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements found in Section 4 of the RFP, "Services Required from the Vendor." If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Upon completion of the RFP process, if you are the selected vendor, you will be expected to enter into a binding contract with the Agency/Buyer. The Contract for Services (the Contract) will follow the format and include the contractual terms as specified in the attached sample Contract for Services.

- 1.2 BACKGROUND:** The State of Illinois Department of Central Management Services (CMS) serves as the central procurement authority for the State of Illinois (the State). Agencies under the Governor utilize the procurement authority of CMS as Chief Procurement Officer to contract for supplies and services necessary for the operations of State government. A Chief Procurement Officer may, in turn, appoint a State Purchasing Officer (SPO) who has independent authority to contract for supplies and services necessary for the operations of State government. The Agency/Buyer or CMS is ultimately responsible for entering into the contract, monitoring performance, receiving the benefits derived under the contract, and making payments under the contract.

Please read the RFP and Contract form and submit your Offer in accordance with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers."

If you have any questions, please contact the RFP Contact identified in Section 3 of the RFP, "Key Information about this RFP."

- 1.3 SUMMARY OF SERVICES REQUIRED:** The Department of Human Services (DHS), Division of Developmental Disabilities (DDD), is seeking qualified vendors to assemble interdisciplinary teams of behavioral, medical, and other professionals within the developmental disabilities field that will be required to deliver, upon referral, coordinated services and supports. These services will be provided to individuals with developmental disabilities who are experiencing acute behavioral and/or medical conditions that result in chronic distress, despite previous attempts to address issues, which without intervention, could lead to displacement from current living environments. The teams will serve one or more of three geographic areas of the State: the Metro Chicago Area, the Upstate Area, and the Downstate Area. (Proposals will be reviewed separately in the context of each geographic area.) Each interdisciplinary team must have a commitment to and the capacity for making telephone contact and consultation with the service provider or family, as applicable, within 12 hours of referral by the DDD Central Office and for delivering services onsite within 48 hours of the referral. Successful vendors will be required to work collaboratively with each other, direct service providers, and service coordinators to ensure the best outcomes for the individuals referred.

It is important to note that the teams are not intended to take the place of emergency medical and psychiatric services, which are available to the general public. The teams may liaison with emergency room services as necessary, but this initiative is not an emergency referral system.

2. DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below.

Any objections or questions regarding the definitions should be raised with the Agency/Buyer during the RFP process.

- 2.1 **Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.
- 2.2 **Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 2.3 **Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 2.4 **Certified:** The status of receiving certification as a disadvantaged, minority or woman business enterprise by a governmental agency or private organization that provides such certifications, e.g., CMS Business Enterprise Program (BEP), the Illinois Unified Certification Program; the City of Chicago, Illinois; the National Minority Supplier Development Council; the Women's Business Development Center; the U.S. Small Business Administration, etc.
- 2.5 **Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 2.6 **CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 2.7 **Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 2.8 **Contract:** the "Contract for Services" included with the State's Request for Proposals.
- 2.9 **Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.7 of Section 7 of this RFP, "Public Records and Requests for Confidential Treatment."
- 2.10 **Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 2.11 **ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 2.12 **Offer:** the Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.

- 2.13 Offer Firm Time:** offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.
- 2.14 Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 2.15 Parties:** the State of Illinois and the Vendor.
- 2.16 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
- 2.17 Professional & Artistic Services:** those services provided under contract to a State Agency by a person or business, acting as an independent contractor, qualified by education, experience and technical ability including, without limitation, installation, implementation, integration, custom programming, conversion, training, consulting and any other similar services that may be provided by Vendor(s) independently or in conjunction with a Third Party hereunder.
- 2.18 RFP/RFP P&A:** the State's Request for Proposals (Professional & Artistic Services, if applicable).
- 2.19 Responses:** when used in association with the term "RFP" refer to the Vendor's(s') replies, clarifications, revisions, and additions to the State's Request for Proposals.
- 2.20 Security:** the Vendor may be required to provide offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Agency/Buyer. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Agency/Buyer issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Agency/Buyer enters into a contract with the successful Vendor, whichever is earliest.
- 2.21 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 2.22 State Facility:** any facility, site or location owned, managed, controlled or operated by the State.
- 2.23 State Liaison:** when applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Agency/Buyer with respect to all matters relating to the administration of this Contract.
- 2.24 Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.
- 2.25 Utilization Plan:** the Vendor's written commitment to meet the Business Enterprise Program's established goal for the Contract.

3. KEY INFORMATION ABOUT THIS RFP

3.1 REFERENCE NUMBER: DD33115

3.2 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING: This solicitation contains Attachment E to implement the State's goal of including businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. Please refer to Attachment E for a detailed description

3.3 RFP CONTACTS: The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

Mr. Curt Massie
State Procurement Office
Illinois Department of Human Services
401 N. 4th St, 2nd Floor
Springfield, Illinois 62702
Phone: (217) 782-0706 Fax: (217) 557-9044
E-mail: Curt.Massie@illinois.gov

The RFP Contact, identified below, is the sole point of contact regarding Attachment E Minority, Female, Persons with Disability Status and Subcontracting from the date of issuance until selection of the successful Vendor:

Nancy S. Quoss
100 W. Randolph, Suite 4-500
Chicago, Illinois 60601
312-814-1589
nancy.quoss@illinois.gov

3.4 QUESTIONS: Please direct all questions (and requests for American Disabilities Act accommodations) to the RFP Contact. Do not discuss this RFP with any person other than the Project Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Agency/Buyer. When the answer to a question regarding the RFP may result in a material change to the RFP, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the RFP or post the answer in the Illinois Procurement Bulletin, which may be viewed at <http://www.purchase.state.il.us/>. Only written answers to questions will be binding on the State.

3.5 SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the Agency/Buyer reserves the right to change the dates.

Issue RFP	August 29, 2008
Due Date and Time for Offers	November 3, 2008 @ 10:00 a.m.
Opening Date and Time	November 3, 2008 @ 10:00 a.m.
Anticipated Announcement of Successful Vendor	No later than December 12, 2008

- 3.6 VENDOR CONFERENCE:** A Vendor Conference will be held and is mandatory. The purpose of the Vendor Conference is to discuss with prospective Vendors the work to be performed and allow prospective Vendors an opportunity to ask questions regarding the RFP. Oral discussions at the Vendor Conference will not be considered part of the RFP unless confirmed in writing by the Agency/Buyer and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted on the Illinois Procurement Bulletin, which may be viewed at <http://www.purchase.state.il.us/>. The conference will be held Monday, September 15, 2008 beginning at 10:00 a.m. at the Department of Human Services, Centrum North Building, 2nd Floor Conference Room, 401 N. Fourth Street, Springfield, Illinois 62702. Parking is located directly behind the building.
- 3.7 NUMBER OF COPIES:** Submit a signed original and **9 copies** of the Offer in a sealed envelope or container. You must also submit a copy on CD in MS Word format.

Submit one (1) original and one (1) copy of the Utilization Plan – response to Attachments E and F – which must also be sealed separately from the technical portion and from the pricing portion of your proposal.

- 3.8 SUBMIT OFFERS TO:**
Department of Human Services
Attn: *Curt Massie*
State Purchasing Office
401 N 4th St, 2nd Floor
Springfield, Illinois 62702

LABEL ENVELOPES/CONTAINERS

Department of Human Services
Office of State Purchasing Officer
401 N 4th St, 2nd Floor
Springfield, Illinois 62702
Support Services Teams REFERENCE NUMBER 33115

- 3.9 OPENING:** The State will open all offers that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission. Offers will be opened at the submission location.
- 3.10 BID BONDS OR OTHER SECURITY:**
None
- 3.11 OFFER FIRM TIME:**
90 Days from Opening

3.12 PROTEST REVIEW OFFICE:

Attn: Curtis Thompson
Office of the State Purchasing Officer
James R. Thompson Center
100 W. Randolph, Suite 5-600
Chicago, Illinois, 60601

Phone: 312-814-4723
Fax: 312-814-5978
TTY : 866-786-3936

4. SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

- 4.1. Need For Services:** The Division of Developmental Disabilities (DDD) within the Illinois Department of Human Services is committed to promoting the integration and inclusion of people with developmental disabilities into their local communities. DDD's goal is to ensure that individuals with developmental disabilities receive the services and supports they need to lead fulfilling and productive lives in their local communities.

Through this Request for Proposals, DDD seeks qualified vendors to assemble interdisciplinary teams of professionals to serve each of three (3) geographic areas of the State. Interdisciplinary teams will be required to deliver, upon referral, coordinated crisis prevention and intervention services. These services will be provided to individuals with developmental disabilities who are experiencing significant behavioral and/or medical conditions that result in chronic distress, despite previous attempts to diagnose and resolve the issues, which without intervention, could lead to displacement from current living environments. Referrals will be made to the teams by the DDD based on the needs of the specific situation (relative to other potential referrals) and available funds. Among the types of referrals will be, but not limited to:

- The teams will consult and provide information for determinations made by the DDD central office regarding requests for Medicaid Waiver services due to crisis situations. (Currently, approvals are being made for such services at a rate of approximately 20 to 25 individuals per month on a statewide basis. Data regarding the number of such requests that are not approved is not currently maintained centrally.)
- The teams will consult and provide information for determinations made by the DDD central office regarding admissions to State-Operated Developmental Centers (SODCs). (In State Fiscal Year 2007, over 70 individuals were admitted to SODCs; in SFY2008, approximately 50 individuals were admitted. Data regarding the number of deflections is not currently maintained centrally.)

It is important to note that the teams are not intended to take the place of emergency medical and psychiatric services, which are available to the general public. The teams will liaison with emergency room services as necessary, and will be expected to be involved in psychiatric visits to emergency rooms, but this initiative is not an emergency referral system.

The vendors will work under the direction of the director of the program, who will report to the Chief of DDD's Bureau of Clinical Services, and will work collaboratively with the Clinical Administrative Review Teams (CART) assigned to the three areas. A CART is a team of professionals that includes DDD Central Office staff, State Operated Developmental Center (SODC) staff, representatives

from local screening and service coordination providers, and professionals from private community providers. CARTs were developed for the primary purpose of reviewing individual cases presented by service providers wishing assistance for persons with developmental disabilities who have behavioral or medical issues that are putting continued community services and/or family supports at risk. Each case presentation results in the provision of clinical considerations to the presenting provider, which are reviewed for implementation by the individual's interdisciplinary team. The CART may be called upon to advise the DDD in instances in which additional supports have been requested, a notice of discharge has been issued, or a request for SODC admission has been made.

The interdisciplinary teams are expected to build effective working relationships with community providers and families who provide the direct services and other habilitation supports. The teams must be appropriately resourced to meet the challenging needs of the individuals referred and support the workers and family members who are struggling to provide supports and/or services. Efficient and efficacious diagnosis of conditions, perhaps medical, psychiatric, psychological, social, or a combination of factors, which might be causing behavioral issues requires a well-functioning and knowledgeable clinical team working closely with the individual, guardian, family members, and provider staff.

Referrals to the teams for services will be made by DDD Central Office staff. In the majority of cases, the individuals' services and supports will have been reviewed through the CART process. Each team will triage referrals for services to give priority to those most in need and to determine the most appropriate action for each situation. Factors to be considered include: is the situation acute or life-threatening, does it involve medical pain or discomfort, is there a psychiatric issue, are there problematic interpersonal relationships, are there environmental stressors, etc. Each vendor will develop a standardized intake tool for collecting basic information from current providers and family members regarding the individual, his or her social and medical history, and the current presenting issues.

The team will conduct assessments when deemed appropriate and assist with service plan development as needed. The types of assessments will include comprehensive medical, psychiatric, and psychological evaluations. Service plan development will include behavior program development when applicable.

First and foremost, teams will provide consultation services in the individual's home. We expect home-based observations, assessments, technical assistance, and interventions to constitute the majority of the initiative. An individual's home may include a private apartment or house, a family home, a Medicaid Waiver setting (such as a Community Integrated Living Arrangement), or a private Intermediate Care Facility for Persons with Developmental Disabilities (ICFs/DD). We also expect that teams will conduct the same type of activities in day program settings as well.

Should short-term stabilization periods be necessary outside of the home, the teams will work with staff at designated State-Operated Developmental Centers to facilitate needed services, ensure transition planning for the return to the home is immediately initiated and implemented, and that the community provider(s)

remain actively involved during the stay. All short-term admissions must have prior approval from the Division's Central Office. Since a major goal of the initiative will be the enhancement of habilitation programs, all assessment, technical assistance, and stabilization activities will be inter-related with the habilitation needs of the individual. Out-of-home stabilization stays will be used as a last resort. DDD's preliminary estimate is that when admissions are required, the average stay will be within 30 days. As policies and procedures are developed for this initiative, DDD will be in a better position to determine an expected average length of stay.

4.2. Goals and Objectives

The Division views the successful implementation of this initiative as one step in improving the system's infrastructure to support individuals with developmental disabilities. As planned, this initiative will result in the following changes to current practices:

- Each team will consult on all SODC admissions within its assigned geographic area, which will reduce unnecessary admissions.
- All admissions will be considered short-term from the day of admission. Discharge planning will begin immediately and aggressively.
- One of the teams will consult on all requests for authorization to Medicaid Waiver services due to crisis circumstances, when applicable and to the extent funds are available. (For example, an individual seeking services due to the death of the primary care giver probably would not be referred to the team; an individual seeking services due to behavior issues, on the other hand, probably would be referred.)
- The teams will work in conjunction with the current Clinical Administrative Review Teams (CART).

As this initiative is implemented, the Division expects to see an increase in the requests for technical assistance and a decrease in the need for SODC admissions.

Selected vendors must collaborate with the Division to achieve the following objectives:

- Provide assessment and technical assistance to enable individuals to remain in their current living arrangement (e.g., family homes, CILAs, private ICFs/DD) whenever possible.
- Deliver stabilization services for individuals who require short-term residential stays in State-Operated Developmental Centers outside of their homes, ensuring prompt reintegration back to their original homes.

4.2.1 It is also the goal of this procurement that the selected vendor will achieve a minimum percentage of the total contract of **20 %** for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons (as defined in Attachment E).

- 4.3. Services Required:** Potential vendors will propose their own specific service delivery model and are encouraged to create an innovative approach to service delivery. However, the practice and clinical approach used to serve individuals through the program must emphasize the entire person, including his or her medical, psychological, social, and environmental circumstances, which must be taken into consideration during the assessment and treatment process.

Examples of the types of services and activities that could be offered under behavioral and medical components include, but are not limited to, those listed below.

Behavioral Services

- Consult regarding individuals with severe behavioral problems
 - o Assist in assessing psychiatric symptoms
 - o Assist with developing behavior support and medication plans that are consistent with promising practices
 - o Conduct direct observation, monitoring, and follow-up contacts
- Conduct or assist with functional assessments
- Assist in the development of behavioral support plans
 - o Provide consumer-specific behavioral support plan training
 - o Participate in consumer behavior support planning meetings
- Train provider staff and family members in behavioral analysis of specific individuals
 - o Demonstrate / model training techniques for support staff or family members
- Educate staff about related topics in day program settings
- Monitor specific implementation and outcomes
 - o Assist in developing and implementing data collection and reporting systems

Medical Services

- Provide consultation services by a physician, psychiatrist, or other psychiatric service provider
 - o Consult with individuals on behavioral problems and complete medical reviews
 - o Consult with individuals with medical conditions who are not responding to treatment
 - o Provide medical treatment and make recommendations to primary care physician
 - o Assist with assessments of psychiatric symptoms
- Develop a coordinated treatment plan or intervention in conjunction with the individual's primary provider
 - o Assist in developing medication plans that are consistent with promising practices

- o Consult with individuals having a psychiatric diagnosis with numerous psychotropic medications and make recommendations to the community psychiatrist
- Monitor and report outcomes until the individual's situation is stabilized
 - o Monitor the effectiveness of psychotropic medication plans

Models must also include services and supports for the transition and necessary follow-up for short-term, temporary incarcerations or alternative residential placements in the midst of the treatment activities. Vendors must actively encourage and work to include direct service providers in activities during such periods.

In addition to providing direct services to individuals referred, each vendor will participate in clinical services via the CART and Telehealth Programs under the direction of the DDD's Bureau of Clinical Services.

4.3.1 Medicaid Requirements

Vendor models must include their capacities and commitments to meeting all Medicaid billing policies, practices, timeframes, and record retention and audit requirements.

4.3.2 Geographic Areas

Vendors will provide services to one or more of the following project areas of the State:

Metro Chicago Area: DHS Region 1 (Cook County) and surrounding counties in DHS Region 2 (DuPage, Grundy, Kane, Kandakee, Kendall, Lake, McHenry, and Will Counties).

Upstate Area: DHS Region 2 (All Counties except: DuPage, Grundy, Kane, Kanakee, Kendall, Lake, McHenry, and Will and Region 3 (all Counties).

Downstate Area: DHS Region 4 (All Counties) and Region 5 (All Counties).

4.3.3 Accessibility

Each interdisciplinary team must have a commitment to and the capacity for making telephone contact with the provider or family, as applicable, within 12 hours of referral by the DDD Central Office and for delivering services onsite within 48 hours of the referral.

4.3.4 Collaboration

The Vendor will coordinate and/or collaborate with the director of the program, who will report to the Chief of DDD's Bureau of Clinical Services, other staff within the Division, the Clinical and Administrative Review Teams (CART), and other Division Vendors, as directed by the Division, to meet the goals and objectives of this initiative.

4.3.5 Provide a comprehensive functional design that demonstrates an understanding of and capacity to provide the services.

4.3.5.1 Present a generalized action plan for responding to service referrals, including timetable for timely response to referrals, basis for selecting and involving interdisciplinary team members, plan for assessment of the individual's situation, development of a service plan for both intervention and prevention, delivery of the behavioral and medical service components, reporting all outcomes of the status of individual living arrangements, monitoring service delivery, reporting, and estimated billable hours per referral.

4.3.5.2 Present a generalized action plan for vendor involvement with the independent evaluation.

4.3.5.3 Present a generalized action plan for collecting and submitting to the Division's Central Office data for baseline information regarding SODC admissions and gaps and strengths of service delivery system.

4.3.5.4 Present a generalized action plan for collecting and submitting to the Division's Central Office data for baseline information regarding SODC admissions and gaps and strengths of service delivery system.

4.3.5.5 Present a generalized action plan for informing team members and other staff of specific Illinois regulations, including but not limited to, requirements for reporting allegations of abuse and neglect in Waiver and ICF/MR settings.

4.3.5.6 Present a generalized action plan for providing professional advice, technical assistance, assessments, and other work products, as required to resolve issues referred.

4.3.5.7 Provide a comprehensive and detailed description of the response the Vendor would make to each one of the three case scenarios attached to this Request for Proposal.

4.4. Milestones and Deliverables

4.4.1 Documented Protocols, Policies and/or Procedures for the Administration and Operation of the Support Services Teams (SST) Program

Vendor will provide documented protocols, policies and/or procedures to the Division in order to sufficiently describe:

- Vendor's capability to provide SST service coverage within designated geographic area

- Vendor's use of transportation resources to enable interdisciplinary teams to access various service settings (ex: individuals' homes, day programs) within designated geographic area
- Vendor's specifications for providing each of the coordinated crisis prevention and intervention services that will be offered through its SST program, including triage abilities that give priority to those most in need and to determine the most appropriate action for each situation
- Vendor's capability for interacting effectively with the CART process and developing effective working relationships with community providers and families who provide the direct services and other habilitation supports
- Vendor's participation in clinical services via the Telehealth Program under the direction of the DDD's Bureau of Clinical Services

Vendors admitting rights to hospitals, including psychiatric hospital services, and access to other generic existing services.

4.4.2 Standardized Intake Tool

Vendor will develop a standardized intake tool for collecting basic information from current providers and family members regarding the individual, his or her social and medical history, and the current presenting issues. As the State and successful vendors gain experience with the intake tool, the Vendor will collaborate with the State and other successful vendors in developing one standardized intake tool for the teams throughout the statewide system.

4.4.3 Staffing Model

Vendor will provide the following deliverables to assure appropriate staffing within its interdisciplinary SST team:

- Vendor policies concerning the conduct of criminal history and/or background investigations of individuals who provide services
- Organizational chart that designates responsible individuals for each of the operational and administrative functions of the SST team
- Written, detailed responsibilities for each specified role within the SST team
- Staffing Plan for accomplishing the activities of the SST, inclusive of working hours for all members of the SST team

4.4.4 Detailed Budget

Vendor will provide a line-item budget to DDD for each State Fiscal Year of SST program operation. Budget should include line-item designations for the following:

- Administrative costs
- Hourly staff rates for each type of professional working on the SST team
- Transportation costs
- Training costs
- Cost of supplies and equipment

Total cost of the budget, inclusive of all line-items, shall not exceed \$1.3 million per year. DDD has the right to adjust the Vendor's budget based on available funding, scope of services requested, and performance of the Vendor in providing SST services. Payments will be disbursed on a fee-for-service basis. Vendor will define its proposed unit of service, propose an average dollar amount per unit, and specify proposed billable activities. The first year's budget may include start-up costs; however, the total budget for that year may not exceed \$1.3 million, including the start-up portion.

4.4.5 Effective Service Delivery

Vendor will provide SST services to individuals within designated service area in accordance with their Documented Protocols, Policies and/or Procedures (4.4.1), Standardized Intake Tool (4.4.2), Staffing Model (4.4.3), and Detailed Budget (4.4.4). Vendor must have indicators/measures in place to determine effectiveness of SST team service delivery, which will be reported to DDD on a regular basis.

4.4.6 Assistance with the Evaluation of the SST Program

The Division—at its discretion, through the use of another vendor—will conduct an evaluation of the effectiveness of these services and the use of the interdisciplinary teams in improving the services for those referred individuals, in maintaining their current living environments, and in maximizing services covered by Medicaid or third party insurance. Each vendor will be required to participate collaboratively in the evaluation to determine whether the differences in team compositions, service packages, and practices impact differently on the delivery of services and on the intended outcomes. The Division will also require the vendors' assistance in identifying and documenting lessons learned from the initiative. The Division will work with the successful vendors to establish a standardized and common set of data elements that must be collected, maintained, and reported to the Division in an acceptable format for purposes of such evaluation and analysis.

4.5. Reporting, Status and Monitoring Specifications

4.5.1 Contract Monitoring

- 4.5.1.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- 4.5.1.2 The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.
- 4.5.1.3 In appropriate circumstances, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- 4.5.1.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.
- 4.5.1.5 The State expects to have quality vendors who are willing to work with us during the term of the contract to provide us with better quality at the same price, or to provide the same quality at a lower price. We may consider, in future procurement evaluations, a vendor that successfully provides better quality or price.
- 4.5.1.6 Vendors are responsible to comply with the requirements for monitoring and reporting as defined in Attachment E.

4.6. Staffing Specifications

Each Vendor must supply an organizational chart and staffing plan for accomplishing the activities of SST, detailing the educational and other experiences of each professional staff member assigned to each activity. Staff assigned should have sufficient education and experience to effectively complete their assigned activities. Of special importance is identification of each staff member's (a) experience with similar responsibilities, duties and activities, (b) knowledge and experience with behavioral needs and medical conditions, (c) knowledge of service and support needs of persons with developmental disabilities, and (d) knowledge of environmental and inter-relational issues that can arise within a family or residential setting.

Each vendor must submit curricula vitae or resume and a copy of the active professional license or certificate for all principal professional staff expected to perform work under the Contract. All licensed or certified professionals must follow all regulations and practice standards of the Department of Financial and Professional Regulation.

Each vendor must describe backup plans for securing needed professional services should staff or contractors no longer be available. The Division reserves the right to approve, in advance, any changes in personnel and new hires during the term of the contract.

Each vendor will propose its own specific staffing model; however, the following are the minimum staffing specifications for the composition of each interdisciplinary team:

- Ph.D. Psychologist/Behavior Analyst
- Primary Care Physician
- Psychiatrist
- Qualified Mental Retardation Professional (QMRP)
- Registered Nurse

In addition, each team must have ready access to, at a minimum, the services of the following:

- Communication Therapist
- Dentist
- Dietician
- Occupational Therapist
- Physical Therapist

4.7. Where Services are to be Performed

4.7.1 Services are to be delivered by Vendors in the State of Illinois, within the geographic area as designated by the Division, in various community-based locations where individuals with developmental disabilities are experiencing acute behavioral and/or medical conditions within their current living environments. This could entail a variety of settings (ex: individuals' own home, home of a family member, day program, licensed residential setting, or public location such as a park, public transportation access point, or place of business, etc.) and therefore requires flexibility and mobility within the functionality of the interdisciplinary teams.

4.7.2 **Work Location Disclosure:** Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified.

This information and economic impact on Illinois and its residents may be considered in the evaluation.

If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

4.8. Other Specification

The vendor agrees that should it also provide direct services, or be affiliated with an organization that provides direct services to individuals with developmental disabilities, the vendor will not refer individuals served through this contract to its own organization or other affiliated organization(s). It also agrees that it will not provide direct services outside of this contract to anyone served under this

contract during the term of the contract and for a period of two years following the contract.

4.9. Term of Contract

The term of the contract will be from contract execution through June 30, 2009, with the possibility of four (4) one-year renewals, at the option of the Department.

5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions prescribe the format and content of the Offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Offer.
- 5.1.2 The response--completed, signed and returned--will constitute the Offer. A signed original and the designated number of copies of each Offer are required (see Section 3 of the RFP, "Key Information about this RFP"). Failure to submit the required number of copies may prevent the Offer from being evaluated within the allotted time.
- 5.1.3 Your Offer must provide all information requested and must address all points. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Agency/Buyer is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection.** If the Vendor (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. All terms to which the Vendor does not suggest an exception or modification will be deemed by the Agency/Buyer as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or Sample Contract for Services on separate pages, and shall attach those pages to the Offer as addenda.
- 5.1.4 The Offer is divided into three parts: (1) the Technical Proposal, (2) the Price Proposal, and (3) the Utilization Plan. The Offer must be submitted in a sealed envelope or container, with the Price Proposal and the Utilization Plan under separate cover in separate, sealed envelopes or containers within the Offer container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Agency/Buyer's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address.
- 5.1.5 If the Vendor designates any information in its Offer as confidential, the Vendor must also submit one (1) copy of the Offer from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.
- 5.1.6 Offers must not contain promotional or display materials.
- 5.1.7 Attachments must be referenced in the Offer.

5.2 TECHNICAL PROPOSAL: The following documents and responses will be included in the Technical Proposal **and tabbed as such in the order given below:**

5.2.1 TRANSMITTAL LETTER: An individual authorized to legally bind the Vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number.

Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Agency/Buyer about the confidential nature of the information.

5.2.2 TABLE OF CONTENTS: The Vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

5.2.3 EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

5.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in Section 4 of the RFP, "Services Required from the Vendor" and agrees with Section 4 of the Sample Contract for Services, "Terms and Conditions."

5.2.3.2 An overview of the Vendor's plans for providing the services specified in Section 4.

5.2.3.3 A demonstration of the Vendor's knowledge of the Vendor's approach to providing SST services, including team member educational and practice backgrounds.

5.2.4 TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Agency/Buyer in Section 4 of the RFP, "Services Required from the Vendor." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor.

Please submit your Technical Approach by carefully reviewing and red-lining the specifications set forth in Section 4 of the RFP, "Services Required from the Vendor." Your redlined version of the "Services Required from the Vendor" will serve as section 5.2.4 of your Technical Proposal, and will express in detail to what extent you can comply with the specifications drafted by the Agency/Buyer. Only your redlined version of Section 4 of the RFP, "Services Required of the Vendor" will be accepted as valid information for this section. Anything else drafted by the Vendor and submitted as part of

this section will not be considered as part of your Offer and may result in rejection.

5.2.5 TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

5.2.5.1 Number of years experience with providing types of services specified in Section 4 of the RFP, "Services Required from the Vendor." The Vendor must have at least three (3) years experience in providing services similar to those required for this RFP. If your organization has not been in business for three years, the experience of the principle staff members will be considered.

5.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 4 of the RFP, "Services Required from the Vendor." Discuss your organization's ability and experience in creating the clinical and behavioral structure for and delivering crisis services in the past three (3) years. An example of your organization's work, or the work of its principle staff members, in this area is to be submitted as part of the RFP response.

5.2.5.3 List all services and other relevant experience similar to those specified in Section 4 of the RFP, "Services Required from the Vendor" that the Vendor has provided to other businesses or governmental entities.

5.2.5.4 Describe the Vendor's organization and where this project would be placed within the organization. Include an organizational chart.

5.2.6 PERSONNEL: The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

5.2.7 FINANCIAL CAPACITY INFORMATION: Submit end of year financial statements for the last 3 years. Vendor may also be required to provide additional financial information upon request.

5.2.8 CHANGES TO THE RFP: If the Agency/Buyer issues any changes (including amendments or addenda) to this RFP, these changes must be signed by an individual authorized to legally bind the Vendor and included in the Technical Proposal.

5.2.9 STATE FORMS REQUIRED OF THE VENDOR:

The Vendor is required to complete and submit all forms listed below as part of the Offer. It is important to note that this section references State forms that the Vendor must complete as part of the procurement process and does not serve as an opportunity for Vendors to insert their own forms.

Attachment A – Qualification Form

Attachment B – Business and Directory Information

Attachment C – References

Attachment D – Department of Human Rights (DHR) Public Contract Number

- Attachment E – Minority, Female, Person with Disability Status & Subcontracting
- Attachment F – Letter of Intent between Prime Vendor and Certified Vendor
- Attachment G – Conflicts of Interest Disclosures
- Attachment H – Taxpayer Identification Number
- Attachment I – Information Regarding Terminations, Litigation and Debarment
- Attachment J – Domestic Products
- Attachment K – Designation of Confidential & Proprietary Information
- Attachment L – Disclosure of Business Operations with Government of Iran

Attachment A - Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

Attachment B - Business and Directory Information

(a)	Name of Business (Official Name and D/B/A)
(b)	Business Headquarters (include Address, Telephone and Facsimile)
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent
(d)	Billing Address
(e)	Name of Chief Executive Officer
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
(g)	Company Web Site
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
(i)	Length of Time in Business
(j)	Annual Sales (for most recently completed Fiscal Year)
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)
(l)	Type of and description of business
(m)	State of incorporation, state of formation or state of organization
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
(o)	Identify the Vendor's accounting firm
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State.

Attachment C - References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Attachment D - Dept. of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

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

DHR Public Contracts Number: _____

Date of Expiration: _____

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

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Attachment E - Minority, Female, Persons with Disability Status and Subcontracting

The Agency takes all necessary and reasonable steps to ensure nondiscrimination in matters relating to the solicitation and award of contracts. In addition, this section of the solicitation implements the policy and the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

VENDOR ASSURANCE. The Vendor makes the following assurance and agrees to include the assurance in each subcontract that the Vendor signs with a subcontractor or supplier:

The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR. This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal.

CERTIFIED VENDOR LOCATOR REFERENCES. Vendors may consult CMS' BEP Certified Vendor Directory at [www.sell2.illinois.gov/bep/Small and Diverse Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

BIDDING PROCEDURES. Compliance with this Attachment is required prior to the award of the contract and the failure of the Vendor to comply will render the bid/proposal non-responsive.

The following subsections are guidelines for the Vendor's response to Attachment E and Attachment F (the Utilization Plan). A format for the Utilization Plan is included as the last two pages of this Attachment. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. **The Utilization Plan must be submitted in a separate, sealed envelope or container within the Offer Container.**

- a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.
- b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.
- c) The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.
- d) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:
 - (1) The name and address of each certified vendor to be used;

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

- (2) The name of the agency/organization that has certified the vendor as disadvantaged, minority or woman business enterprise (i.e., CMS Business Enterprise Program, Women's Business Development Center, etc.). At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** (The criteria for eligibility: The business is at least 51% owned and controlled by a minority, woman, or person with disability, the owner is a U.S. citizen or resident alien, and the annual gross sales and receipts of the business are under \$27 million.)
 - (3) A detailed description of the commercially useful work to be done by each certified vendor;
 - (4) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;
 - (5) A letter of intent (Attachment F) between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;
 - (6) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
- e) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.
 - f) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.
 - g) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.
 - h) The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

CALCULATING CERTIFIED VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. The selected Vendor is only able to count toward the contract goal the value of payments made for the work actually performed by certified BEP vendors. Credit during contract performance will be given for payments to CMS certified BEP vendors. Counting guidelines are summarized below:

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

- a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- f) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

- (2) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- g) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

GOOD FAITH EFFORT PROCEDURES. If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

- a) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
 - (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.
 - (2) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
 - (4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
 - (5) a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.

- b. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
- (6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
- (7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
- (8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- b) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
- c) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

CONTRACT COMPLIANCE. Compliance with this Attachment is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- a) The Utilization Plan may not be amended without the Agency's prior written approval.
- b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- c) Substitutions of a certified vendor shall be permitted under the following circumstances:
 - (1) Unavailability after receipt of reasonable notice to proceed;
 - (2) Failure of performance;
 - (3) Financial incapacity;
 - (4) Refusal by the certified vendor to honor the bid or proposal price or scope;
 - (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - (6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - (7) The certified vendor's withdrawal of its bid or proposal; or
 - (8) Decertification of the certified vendor.
- d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

- g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- i) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Utilization Plan
Response to Attachment E

The following Utilization Plan is _____'s (the Vendor) response to Attachment E – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

_____ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

We acknowledge the requirements of Attachment E, Minority, Female, Persons with Disability Status and Subcontracting, and are submitting this Utilization Plan with the proposal.

We understand that compliance with Attachment E is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor's person responsible for compliance with Attachment E:

Name: _____

Title: _____

Telephone: (____) _____ extension _____

Email: _____

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Section I, to demonstrate our Plan fully meets the BEP utilization goal of 20% through subcontracting.
- ☐ We attach Section I, to detail that we do not fully meet the BEP utilization goal of 20%. We also attach Section II, Demonstration of Good Faith Efforts.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section I
Utilization of Certified Vendors

(Please submit a separate Section I for each proposed certified vendor.)

To achieve the BEP utilization goal through subcontracting, the following is proposed:

- (1) The proposed certified vendor's company name and address:

At the time of submission, the above certified vendor is:

- ☐ Certified with the CMS Business Enterprise Program (BEP)
- ☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)
- ☐ Certified as a disadvantaged, minority, or woman business enterprise with the
following governmental agency or private organization:
(BEP certification must be completed before contract award)

- (2) A detailed description of the commercially useful work to be done by this certified vendor is
as follows:

- (3) The total estimated cost to the state for this contract is \$_____. The portion of the
contract which will be subcontracted to this certified vendor is \$_____, or _____% of
the total cost of the contract.

- (4) A notarized signed letter of intent between _____ (the Vendor)
and _____ (the certified vendor) detailing the work to be performed by
the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is
included as Attachment F.

- (5) A joint venture agreement is not required, as the arrangement between _____
and _____ is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____
is included in lieu of Attachment F.

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

- (6) The Vendor has not prohibited or otherwise limited _____ (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section II
Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

Section II A
Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- _____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

- _____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

- _____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

- _____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section II B
Good Faith Efforts Contacts Log for Soliciting
BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and Central Management Services, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Certified Vendor (Company Name and D/B/A):

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
____ day of _____, 2007.

Subscribed and sworn before me this
____ day of _____, 2007.

Notary Public

My Commission expires: _____

Notary Public

My Commission expires: _____

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Attachment G - Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:
D/B/A (if used):
Name of any Parent Organization:
Address:
Contact Person: Name: Title: Address: Telephone/Fax:

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **(\$150,691.00)**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

CHECK ONE:

_____ No Conflicts Of Interest

_____ Potential Conflict of Interest *(If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)*

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (_____) ☐
Ownership value exceeding \$90,414.60 (_____) ☐
Distributive Income Share exceeding 5% (_____) ☐
Distributive Income Share exceeding \$90,414.60 (_____) ☐

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest:

\$_____ or the proportionate share of the ownership interest: _____% and the type of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

**For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

1% _____
1 up to 2% _____
2 up to 3% _____
3 up to 4% _____
4 up to 5% _____
and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____
>0.5 to 1.0% _____
>1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ 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 ____ No ____
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ 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 ____ No ____
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ 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 in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection 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 ____ No ____

Explanation of potential conflicts of interest:

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Attachment H - Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Company Name: _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

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

Signature: _____

Date: _____

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

**Attachment I - Information Regarding Terminations, Litigation and
Debarment**

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

Attachment J - Domestic Products

You may be eligible for a preference when we evaluate your response to this solicitation if your product is manufactured in the United States.

The Procurement of Domestic Products Act (30 ILCS 517) states: "Manufactured in the United States means, in the case of assembled articles, materials, or supplies, that design, final assembly, processing, packaging, testing or other process that adds value, quality, or reliability occurs in the United States."

If, after reading the cited Act, you made the following certification, we will, as necessary, investigate the claim and consider applying the allowable preference set forth in the Standard Procurement Rules (44 Ill. Adm. Code 1.4575).

I certify the following product of products bid or proposed in response to this solicitation meet the requirements of the Procurement of Domestic Products Act:

Check and complete as applicable:

_____ All products

_____ The following line item (list by number or description, if no line number)

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

Attachment K - Designation of Confidential and Proprietary Information

The attached material submitted in response to Bid / Proposal # _____ includes confidential and proprietary information which qualifies as a trade secret or is otherwise material that can be kept confidential under the Illinois Freedom of Information Act. As such, we ask that certain pages, as indicated below, of the bid / proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids / proposals are opened, and therefore cannot be kept confidential.

We request that the following pages not be released:

Section	Page #	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State's agreeing to withhold the materials.

Failure to include this form in the bid / proposal response may mean that all information provided as part of the bid / proposal response will be open to examination and copying. The State considers other makings of confidential in the bid / proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

STATE OF ILLINOIS

REQUEST FOR PROPOSALS

**Attachment L – 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:

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

5.3 PRICE:

The Price Proposal and Pricing Attachment must be submitted in a **separate, sealed envelope or container in the Offer container**. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.3.1 Method and Rate of Compensation: Vendors shall be compensated by the method described in Section 5.3.4, "Payment Terms and Conditions."

5.3.2 Maximum Compensation for Supplies and/or Services:

☒ Firm Price _____

☐ Estimated Price [*per fiscal year*] _____

☐ Not-to-exceed _____ *per JCAR Administrative Code Section 1.2020*

☐ Other [*please specify*] _____

5.3.3 Expenses: This contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

5.3.4 Payment Terms and Conditions (including when paid, frequency and retainage): Payments to the Vendor will be made on a fee-for-service basis for services delivered to or on behalf of individuals authorized for such services by the DDD's central office. Total payments may not exceed \$1.3 million per year. Vendor will define its proposed unit of service, propose an average dollar amount per unit, and specify proposed billable activities. The final unit price will be negotiated with the successful vendor based on this proposed information.

The Vendor shall use the following methodology to document the use of these funds:

The Vendor shall provide summary documentation, known as a Summary Expenditure Documentation Form (provided by the Department), by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. The completed Summary Expenditure Documentation Forms will reflect expenditures per service/deliverable for each budget summary line item: Personal Services/Fringes; Contractual Services; Travel; Supplies; and Equipment. The Vendor shall use generally accepted accounting practices to record expenditures and revenues as outlined in DHS Rule 509-Fiscal/Administrative Record keeping and Requirements.

Expenditures shall be recorded in the Vendor's records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds.

Expenditure documentation shall be submitted to the Department on a quarterly basis, within 30 days after the end of each calendar quarter. However, the Vendor shall have the option to report monthly.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Quarter	Period Covered	Due Date
1	January 1, 2009 through March 31, 2009	April 30, 2009
2	April 1, 2009 through June 30, 2009	July 31, 2009
3	July 1, 2009 through September 30, 2009	October 31, 2009
4	October 1, 2009 through December 31, 2009	January 31, 2010

The Vendor shall submit expenditure documentation by one of the following means.

MAIL to the following address:

Illinois Department of Human Services
Division of Developmental Disabilities
Bureau of Clinical Services
Suite 2A, 319 E. Madison
Springfield, IL 62765

or

FAX to: 217-782-0012

The Department will compare the amount of the prospective payments made to date with the documented expenditures provided to the Department by the Vendor. If the documented expenditures are less than the total amount paid the vendor for the applicable quarter, the Department will confer with the Vendor to determine whether subsequent prospective payments are to be modified. Decisions pertaining to the reduction or delay of prospective payments will be at the discretion of the Department. Failure of the Vendor to provide timely documentation may result in a reduction to the total award.

An independent audit and associated supplemental revenue and expense schedule may be required from the Vendor. Eligible expenditures will be determined based on 89 Ill Admin Code 509.20, Allowable/Unallowable Costs and specific program requirements, if applicable. All funds paid under this agreement are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

5.3.5 Discounts: N/A % discount for payment within N/A days of delivery.

5.3.6 Tax: Vendor shall not bill for any taxes. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

Pricing Attachment

This attachment must be sealed as part of your pricing proposal.

SUBCONTRACTORS

Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name

Amount to be paid

WORK LOCATION DISCLOSURE

Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified.

This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

1. Location where services will be performed _____
 Value of services performed at this location _____

2. Location where services will be performed _____
 Value of services performed at this location _____

3. Location where services will be performed _____
 Value of services performed at this location _____

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

Attach additional sheet if necessary.

6. HOW WE WILL EVALUATE OFFERS

- 6.1 EVALUATION STEPS:** The evaluation and award process will consist of the following:
- 6.1.1 Review of the offers to assess compliance with mandatory administration requirements.
 - 6.1.2 Detailed evaluation of mandatory service requirements and proposed services, programs, and solutions.
 - 6.1.3 Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee). Best and Final Offers may be included in this step or at later stages of the evaluation process.
 - 6.1.4 Scoring of Technical Proposals.
 - 6.1.5 Scoring of Price Proposals (except for Requests for Proposals for Professional & Artistic Services; see Section 6.3.3.4 of the RFP).
 - 6.1.6 Integration of the Technical Proposal score and the Price Proposal score into an Evaluation Committee recommendation to management.
 - 6.1.7 Access the Illinois Office of the Comptroller's Offset System as part of the process to determine if the vendor (and any known sub-contractors) who submitted the offer to be recommended for award has an unsatisfied delinquent debt with the State. If delinquent debt is discovered, the selected vendors' offer may be found to be non-responsive. This step does not relieve any vendor from satisfying any debt owed to the State.
 - 6.1.8 Award decision by management.
 - 6.1.9 If we select your Offer for award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 6.2 EVALUATION COMMITTEE:** The Agency/Buyer intends to conduct a comprehensive, fair and impartial evaluation of offers received in response to this RFP. The Agency/Buyer will use an Evaluation Committee to review and evaluate the offers.
- 6.3 EVALUATION CRITERIA:** We evaluate four categories of information: administrative compliance, Vendor responsibility, responsiveness and price. All offers, regardless of the type of RFP, must meet the following administrative and responsibility criteria.
- 6.3.1 Evaluation of Administrative Compliance:** The Agency/Buyer will determine whether the Offer complied with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers." We must reject your Offer if you submit it late. Failure to meet other requirements will affect our evaluation and may result in rejection.
 - 6.3.2 Evaluation of Vendor Responsibility:** The Agency/Buyer will determine whether the Vendor submitting the Offer is one with whom the State can or should do business. Factors that may be evaluated to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

(including those found outside the Offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.

- 6.3.3 Evaluation of Responsiveness and Price:** A point ranking system or other evaluation methods are tools the Agency/Buyer often, but not always, uses to aid it in the evaluation process. The Agency/Buyer reserves the right to use its discretion to eliminate offers that are deemed unacceptable.

We will determine how well offers satisfy Section 4 of the RFP, "Services Required from the Vendor" in terms of "responsiveness" to the requirements. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation.

We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The "responsible" offeror whose offer meets "administrative" requirements and minimum requirements will be eligible for award consideration. If we do not consider the price submitted in response to the RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The point evaluation system is described below:

- 6.3.3.1 The total number of points for "responsiveness" is 745.
- 6.3.3.2 Vendors who do not receive 560 of the total "responsiveness" points need not be considered for price evaluation and award.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

6.3.3.3 The elements of responsiveness that will be evaluated and their relative weights are:

Element	Weight
Administrative Compliance	45
Responsibility	50
Administrative Capacity	120
Staff Education, Credentials, Experience	160
Technical Ability	320
References	50

6.3.3.4 Price will be a weighted element except for Requests for Proposals for Professional & Artistic Services (RFP P&A). For RFP P&As, price will not be considered in determining the most qualified Vendor, but prices submitted by all Vendors will be used in negotiating a fair and reasonable price.

6.3.3.5 The total number of points for "price" is N/A.

6.3.3.6 The maximum number of points is 745.

6.3.3.7 **Alternative Evaluation:** If three or fewer Offers are received, the Offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS RFP:

- 7.1.1 ILLINOIS PROCUREMENT BULLETIN:** The Agency/Buyer publishes in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>. The Vendor is responsible for monitoring the Illinois Procurement Bulletin and the Agency/Buyer cannot be held responsible if you fail to receive the optional e-mail notices.
- 7.1.2 NON-DISCRIMINATION POLICY:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 7.1.3 RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Agency/Buyer will issue written instructions, if appropriate.
- 7.1.4 AMENDMENTS TO THE RFP:** The Agency/Buyer reserves the right to amend the RFP at any time. The Vendor must acknowledge receipt of an amendment in its Offer with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Offers, the Agency/Buyer may, in its sole discretion, allow Vendors to amend their Offers in response to the Agency/Buyer's amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE OFFER:

- 7.2.1 SUBMISSION OF OFFER:** You may mail or hand-deliver Offers. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.
- 7.2.2 MODIFICATION/WITHDRAWAL OF OFFER:** Written requests to modify the Offer received by the State prior to the scheduled opening time will be accepted and the modifications will be made after opening. Written requests to withdraw the Offer received by the State prior to the scheduled opening time will be honored. No oral requests for either modification or withdrawal will be allowed. Requests must be addressed and labeled in the same manner as the Offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 7.2.3 LATE DELIVERY:** We will not consider Offers received at the designated submission location after the stated due date and time.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

- 7.2.4 BEST AND FINAL:** We may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your Offer. Therefore, you must submit your best offer based on the terms and conditions set forth in this RFP.
- 7.2.5 RESERVATIONS:** We reserve the right to reject all Offers; to reject individual Offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the Offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Offer. Submission of an Offer confers on you no right to an award or to a subsequent contract. The RFP process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the State.
- 7.2.6 COST OF PREPARATION:** We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer.
- 7.2.7 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** The Agency/Buyer may treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time the Offer was submitted. All information submitted is subject to the Illinois Freedom of Information Act ("IFOIA") (5 ILCS 140), the Code, and other applicable laws and rules.

Vendors are encouraged to familiarize themselves with the IFOIA and the Code before submitting an Offer. The Agency/Buyer will copy public records as required to comply with the public records laws. Any request for confidential treatment of information must be included on Attachment K with the Vendor's Offer. The Vendor must enumerate the specific grounds in the IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Agency/Buyer concerning the confidential status of the materials.

Any Offer submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Offer as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Offer from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the RFP, "Key Information about this RFP." The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.

The Agency/Buyer will treat as confidential the information marked confidential. In the event the Agency/Buyer receives a request for information

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

marked confidential, it will give the Vendor written notice five (5) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Agency/Buyer shall release the information ten (10) calendar days after the information request. The Vendor's failure to request confidential treatment of material will be deemed by the Agency/Buyer as a waiver of any right to confidentiality which the Vendor may have had.

Upon award, the name of the successful Vendor and price as well as sufficient information from that Offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law or statute.

7.2.8 DOWNGRADING OR DISQUALIFICATION: The following are cause for downgrading or disqualification of the Offer, depending on the circumstances:

- 7.2.8.1 The Vendor fails to deliver the Offer by the due date and time.
- 7.2.8.2 The Vendor fails to deliver the Price Proposal in a separate envelope or container.
- 7.2.8.3 The Vendor fails to meet one or more requirements of the RFP.
- 7.2.8.4 The Vendor's Offer materially changes one or more requirements of the RFP.
- 7.2.8.5 The Vendor's Offer limits the rights of the Agency/Buyer.
- 7.2.8.6 The Vendor fails to include information necessary to substantiate that it will be able to meet a Required Service. A response of "will comply" or merely repeating the Required Service is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the Required Services are not sufficient.
- 7.2.8.7 The Vendor fails to respond to the Agency/Buyer's request for information, documents, or references.
- 7.2.8.8 The Vendor fails to include a bid bond or performance security (if required).
- 7.2.8.9 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
- 7.2.8.10 The Vendor initiates unauthorized contact regarding the RFP with state employees.
- 7.2.8.11 The Vendor provides misleading or inaccurate responses.
- 7.2.8.12 The Vendor fails to attend a mandatory Vendor's Conference.

7.2.9 NONMATERIAL AND MATERIAL VARIANCES: The Agency/Buyer reserves the right to waive or permit cure of nonmaterial variances in the Offer if it is in the Agency/Buyer's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

material change in Section 4 of the RFP, "Services Required from the Vendor." In the event the Agency/Buyer waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Agency/Buyer.

7.2.10 VERIFICATION OF OFFER CONTENTS: The content of an Offer submitted by a Vendor is subject to verification. Misleading or inaccurate responses will result in disqualification.

7.2.11 PRESENTATIONS: Vendors may be required to make a presentation of the Offer. The presentation may occur at the Agency/Buyer's offices or at the offices of the Vendor. The determination as to need for presentations, the content, the location, order, and schedule of the presentations is at the sole discretion of the Agency/Buyer. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Offer. The presentation will not materially change the information contained in the Offer.

7.2.12 RESTRICTIONS ON GIFTS AND ACTIVITIES: The Code and the State Officials and Employees Ethics Act ("the Act") (**5 ILCS 430**) restrict gifts which may be given or received by State employees and require certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of the Code and the Act and any other legal requirements to their activities and to comply with those requirements. In addition, under Illinois law, it is a felony offense to bribe or attempt to bribe a public official.

7.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:

7.3.1 PUBLIC CONTRACTS NUMBER: Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at (312) 814-2431.

7.3.2 OUT OF STATE COMPANIES: Please contact the Illinois Secretary of State ((217) 782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html. It is entirely the Vendor's responsibility to determine whether the Vendor is required to obtain a Certificate of Authority to Transact Business in Illinois, and if so to obtain that Certificate via the filing of the required form and payment of any required fees and taxes.

7.3.3 VENDOR SUSPENSION: Any Vendor may be suspended for violation of the Code or for failure to conform to specifications or terms of delivery. Suspension will be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Vendors may be debarred in accordance with the Code and the rules promulgated by the chief procurement officer or as otherwise provided by law (30 ILCS 500/50-65).

7.3.4 EMPLOYMENT TAX CREDITS: Vendors who hire qualified veterans may be eligible for tax credits. Any vendor receiving a tax credit pursuant to this Act must report to the Department of Central Management Services the

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

number of individuals hired for whom tax credits are received. This information is due by August 31 of each year and is to cover the previous 12 months (July-June). A similar credit is available when hiring certain ex-offenders. (See the Act or 30 ILCS 500/45/67 and 45-70 for additional information.)

7.4 NOTICES AND REQUIREMENTS FOR THE REVIEW AND EVALUATION OF OFFERS:

7.4.1 INFORMATION FROM OTHER SOURCES: The Agency/Buyer reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.

7.4.2 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION: The Agency/Buyer reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

7.4.3 OFFER CLARIFICATION PROCESS: The Agency/Buyer reserves the right to contact a Vendor after the submission of an Offer for the purpose of clarifying an Offer to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Agency/Buyer or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Offer. The Agency/Buyer will not consider information received if the information materially alters the content of the Offer or alters the type of goods and services the Vendor is offering to the Agency/Buyer. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Agency/Buyer within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Offer as noncompliant.

7.4.4 DISPOSITION OF OFFERS: Ordinarily, all Offers become the property of the Agency/Buyer and will not be returned to the Vendor. Those Offers will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in the IFOIA, the Code, or other applicable law.

7.4.5. COPYRIGHTS: By submitting an Offer, the Vendor agrees that the Agency/Buyer may copy the Offer for purposes of facilitating the evaluation of the Offer or to respond to requests for public records. The Vendor consents to such copying by submitting an Offer and warrants that such copying will not violate the rights of any third party. The Agency/Buyer will have the right to use ideas or adaptations of ideas that are presented in the Offers.

7.4.6. RELEASE OF CLAIMS: By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the Agency/Buyer based on any misunderstanding concerning the information provided herein or concerning the Agency/Buyer's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

7.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

7.5.1 NOTICE OF AWARD: The Agency/Buyer will publish Notice of Award in the electronic Illinois Procurement Bulletin (Supplies and Services Edition). Notice of Award information may not be available in any other form or

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>.

7.5.2 PROTESTS: READ THIS CAREFULLY FOR NEW REQUIREMENTS. (Complete requirements can be found at 44 Ill. Adm. Code 1.5550.)

You must submit protests to the Protest Review Office identified in this document. Do not submit it to any other person or address.

You must protest anything in the Bulletin posting or the solicitation document within seven (7) calendar days of the posting and it must be in our hands by that deadline.

You must protest the award by noon of the seventh (7th) calendar day following posting to the bulletin and it must be in our hands by that deadline.

The protest must contain the following as a minimum:

- 7.5.2.1 the name and address of the protestor;
- 7.5.2.2 appropriate identification of the procurement and, if a contract has been executed, it's contract number;
- 7.5.2.3 a statement of reasons for the protest specifically identifying any alleged violation of the Illinois Procurement Code or other law, any associated rules, or the solicitation itself, including the evaluation or award; and
- 7.5.2.4 supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case, the expected availability date shall be indicated.

It is not sufficient to simply state that you are protesting, that your product is better or the winning bid is not in the best interests of the State. We must have detailed reasons to support the protest. Failure to do so may result in your protest being denied.

7.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.6.1 CONTRACT NEGOTIATIONS: Vendors must be prepared for the Agency/Buyer to accept the Offer as submitted, but contract negotiations may be necessary or desirable, at the State's sole option. If negotiations do not result in an acceptable agreement, the Agency/Buyer may reject the Offer or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s).

7.6.2 COMMENCEMENT OF WORK: If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your own risk.

7.6.3 DEFINITION OF CONTRACT: The Contract for Services included with this RFP, along with any amendments or addenda, will constitute the written Contract between the successful Vendor and the Agency/Buyer. The full execution of this written Contract will constitute the making of a Contract for Services and no Vendor will acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and the Agency/Buyer.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

- 7.6.4 CHOICE OF LAW AND FORUM:** This RFP and the resulting contract are to be governed by the laws of the State of Illinois. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP will be brought in the appropriate Illinois forum.
- 7.6.5 NO MINIMUM GUARANTEED:** The Agency/Buyer anticipates that the selected Vendor will provide services as requested by the Agency/Buyer. The Agency/Buyer will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

END OF REQUEST FOR PROPOSAL

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

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

VENDOR
(show name) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

Dept. of Human Rights Public Contract # _____

STATE OF ILLINOIS
(name of Agency/Buyer) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

Designee Signature _____

Printed Name _____

Title _____ Date _____

CPO #33 -- Approved by General Counsel

Signature _____

Printed Name _____ Date _____

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc): _____		Award Code: _____	
IPB Publication Date: _____	IPB Ref. # _____	Subcontractor Utilization? Y / N Subcontractor Disclosure? Y / N	
(Fiscal Use Only) Obligation # _____			

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties.

1.2 RENEWAL

This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE

The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES

2.2 GOALS AND OBJECTIVES

2.3 SUPPLIES AND/OR SERVICES REQUIRED

2.4 MILESTONES AND DELIVERABLES

Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED

Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 SCHEDULE OF WORK

Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES

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

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH

Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION

Vendor shall be compensated by the following method:

- ☐ hourly _____
- ☐ monthly _____
- ☐ annually _____
- ☐ project _____
- ☐ item _____

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES

- ☐ Firm Price _____
- ☐ Estimated Price _____

3.3 RENEWAL COMPENSATION

If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 EXPENSES

Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT

_____ % discount for payment within _____ days of receipt of invoice

3.6 TAX

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING

Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 PAYMENT TERMS AND CONDITIONS

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)

State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)

Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 USE AND OWNERSHIP

All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY

The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE

Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.9 INDEPENDENT CONTRACTOR

Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING

This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT

Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW

The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW

This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). *In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.*

4.15 ANTI-TRUST ASSIGNMENT

If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION

Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY

The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5. CERTIFICATIONS AND CONFLICTS

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

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

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

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

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

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

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals and contracts between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

_____ Definitions

_____ Public Works Requirements (820 ILCS 130/4)

_____ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

_____ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

_____ Prohibition on Contingent Fees (certain federally funded contracts)

_____ BEP Subcontracting Requirements

_____ State Supplemental Terms and Conditions

_____ Vendor Supplemental Terms and Conditions

X Other (describe)

A BUSINESS ENTERPRISE PROGRAM UTILIZATION PLAN TERMS AND CONDITIONS

B UTILIZATION PLAN AND LETTER(S) OF INTENT BETWEEN VENDOR AND BEP CERTIFIED VENDOR(S)

A. BUSINESS ENTERPRISE PROGRAM UTILIZATION PLAN TERMS AND CONDITIONS

1. GENERAL PROVISIONS

The Agency/Buyer agrees to take all necessary and reasonable steps to ensure nondiscrimination in matters relating to the solicitation and award of contracts. In addition, this section of the contract implements the policy and the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

2. VENDOR ASSURANCE. The Vendor makes the following assurance and agrees to include the assurance in each subcontract that the Vendor signs with a subcontractor or supplier:

The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/Buyer deems appropriate.

3. CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR. This contract includes a specific Business Enterprise Program (BEP) utilization goal of ____% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. The Vendor hereby agrees to meet the established utilization goal or make good faith efforts to meet the goal.

4. CALCULATING CERTIFIED VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Vendor is only able to count toward the contract goal the value of payments made for the work actually performed by certified BEP vendors. Credit during contract performance will be given for payments to CMS certified BEP vendors. Counting guidelines are summarized below:

4.1 The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

4.2 A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

4.3 When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

4.4 Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

4.5 Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

4.5.1 The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/Buyer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.5.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency/Buyer to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

4.5.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of this contract, provided that the fee or commission is determined by the Agency/Buyer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.6 Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

4.6.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/Buyer shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

4.6.2 A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency/Buyer shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

- 4.7 Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
5. **GOOD FAITH EFFORT PROCEDURES.** The Vendor hereby agrees to meet the established utilization goal or make good faith efforts to meet the goal. If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency/Buyer will consider the quality, quantity, and intensity of the Vendor's efforts.
- 5.1 The following is a list of types of action that the Agency/Buyer will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency/Buyer may be relevant in appropriate cases.
- 5.1.1 Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.
- 5.1.2 Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
- 5.1.3 Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- 5.1.4 Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
- 5.1.5 Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.
- 5.1.6 A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
- 5.1.7 Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
- 5.1.8 Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
- 5.1.9 Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 5.1.10 Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- 5.2 In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
- 5.3 If the Agency/Buyer determines that the Vendor has made good faith efforts to meet the goal, the Agency/Buyer will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.
6. **CONTRACT COMPLIANCE.** Compliance with the Utilization Plan is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. Vendor's approved Utilization Plan is incorporated and part of the contract under Section 7. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and

contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall be the contract goal.

- 6.1 The Utilization Plan may not be amended without the Agency/Buyer's prior written approval.
- 6.2 The Vendor may not make changes to its contractual BEP certified vendor commitments as specified in its Utilization Plan or substitute BEP certified vendors without the prior written approval of the Agency/Buyer. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 6.3 Substitutions of a certified vendor shall be permitted under the following circumstances:
 - 6.3.1 Unavailability after receipt of reasonable notice to proceed;
 - 6.3.2 Failure of performance;
 - 6.3.3 Financial incapacity;
 - 6.3.4 Refusal by the certified vendor to honor the bid or proposal price or scope;
 - 6.3.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 6.3.6 Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - 6.3.7 The certified vendor's withdrawal of its bid or proposal; or
 - 6.3.8 Decertification of the certified vendor.
- 6.4 If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency/Buyer in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 6.5 Where the Vendor has established the basis for the substitution to the Agency/Buyer's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 6.6 If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency/Buyer to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 6.7 A new subcontract must be executed and submitted to the Agency/Buyer within 5 business days of the Vendor's receipt of the Agency/Buyer's approval for the substitution or other change.
- 6.8 The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency/Buyer to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/Buyer shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 6.9 The Agency/Buyer will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/Buyer to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 6.10 The Agency/Buyer reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

- B. UTILIZATION PLAN AND LETTER(S) OF INTENT BETWEEN VENDOR AND BEP CERTIFIED VENDOR(S)
This section serves as a placeholder for Vendor's Utilization Plan and Letter(s) of Intent (LOIs) completed that need to be included in the Contract.