

STATE OF ILLINOIS

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES



INVITATION FOR BIDS

*Key Information Delivery System (KIDS) Web
Developer*

2008-62-007

TABLE OF CONTENTS

INVITATION FOR BIDS

1. INTRODUCTION	1
2. DEFINITIONS	2
3. KEY INFORMATION ABOUT THIS IFB	4
4. SERVICES REQUIRED FROM THE VENDOR	6
5. INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.....	14
Attachment A - Qualification Form	18
Attachment B - Business and Directory Information	19
Attachment C – References.....	20
Attachment D - Department of Human Rights (DHR) Public Contract Number	21
Attachment E - Minority, Female, Person with Disability Status and Subcontracting	22
Attachment F - Conflicts of Interest Disclosures	23
Attachment G - Taxpayer Identification Number	30
Attachment H - Information Regarding Terminations, Litigation and Debarment.....	31
Attachment I - Domestic Products	32
Attachment J - Designation of Confidential and Proprietary Information	33
Attachment K - Subcontractors	34
Attachment L - Work Location Disclosure	35
5.3 PRICE:.....	36
6. HOW WE WILL EVALUATE BIDS.....	38
7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS	40

SAMPLE CONTRACT FOR SERVICES

INVITATION FOR BIDS

1. INTRODUCTION

- 1.1 PURPOSE:** Illinois Department of Healthcare and Family Services (HFS) (Agency/Buyer) is requesting bids 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 IFB, "Services Required from the Vendor." If you are interested and able to meet these requirements, we would appreciate and welcome a bid.

Upon completion of the IFB 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 IFB and Contract form and submit your Bid in accordance with Section 5 of the IFB, "Instructions for Preparing and Submitting Bids."

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

- 1.3 SUMMARY OF SERVICES REQUIRED:**

HFS seeks a single vendor to provide one (1) consultant to perform expert web based coding to alleviate the backlog of priority projects being experienced by the Key Information Delivery System (KIDS) Web Unit and to conduct knowledge transfer on the complex technical areas of enterprise Web applications. This includes assisting and instructing existing staff in usage of Websphere Application Developer and the more technical aspects of Java programming. The primary focus will be the New Hire Website, the e-IWO project and enhancements to the Child Support Website, and other Web based systems.

2. DEFINITIONS

Whenever used in this IFB, Contract, or amendment, including schedules and exhibits to this IFB 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 IFB 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 **Bid:** the response to an Invitation for Bids (IFB).
- 2.5 **Bid Firm Time:** bids shall remain firm and unaltered after opening for the number of days shown. A Bid may be accepted, subject to successful contract negotiations, at any time during the Bid Firm Time.
- 2.6 **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.
- 2.7 **CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 2.8 **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/>.
- 2.9 **Contract:** the "Contract for Services" included with the State's Invitation for Bids.
- 2.10 **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 IFB, "Public Records and Requests for Confidential Treatment."

STATE OF ILLINOIS

- 2.11 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.
- 2.12 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
- 2.13 Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 2.14 Parties:** the State of Illinois and the Vendor.
- 2.15 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.
- 2.16 Responsible Bidder:** a person, company or organization who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 2.17 Responsive Bidder:** a person who has submitted a bid that conforms in all material respects to the Invitation For Bids.
- 2.18 Responses:** when used in association with the term "IFB" refer to the Vendor's(s') replies, clarifications, revisions, and additions to the State's Invitation for Bids.
- 2.19 Security:** the Vendor may be required to provide bid security (e.g., bond) with the Bid and performance security within ten (10) days of acceptance of the Bid 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 Bid after the Agency/Buyer issues a Notice of Intent to Award, does not honor the terms in its Bid, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Bids expire, are rejected, or the Agency/Buyer enters into a contract with the successful Vendor, whichever is earliest.
- 2.20 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 2.21 State Facility:** any facility, site or location owned, managed, controlled or operated by the State.
- 2.22 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.
- 2.23 Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.

3. KEY INFORMATION ABOUT THIS IFB

3.1 REFERENCE NUMBER: 2008-62-007

3.2 IFB CONTACT: The IFB Contact, identified below, is the sole point of contact regarding the IFB from the date of issuance until selection of the successful Vendor.

IFB Contact Name: Karen Davin Phone: (217) 557-8063

Agency: Healthcare and Family Services Fax: (217) 557-9844

Street Address: 2200 Churchill Rd. TDD: (800) 526-5812

City, State, Zip: Springfield, IL 62702

E-mail: Karen.Davin@illinois.gov

3.3 QUESTIONS: Please direct all questions (and requests for American Disabilities Act accommodations) to the IFB Contact. Do not discuss this IFB 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 IFB may result in a material change to the IFB, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the IFB 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.

3.4 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.

Due Date and Time for Bids *February 4, 2008 2:00 pm CST*

Opening Date and Time *February 4, 2008 2:30 pm CST*

Anticipated Announcement of Successful Vendor *March 3, 2008*

3.5 PRE-BID CONFERENCE: A Vendor Conference will not be held.

3.6 NUMBER OF COPIES: Submit a signed original and 3 copy of the Bid in a sealed envelope or container.

You must also submit a copy on CD/diskette in MS Word or PDF.

STATE OF ILLINOIS

3.7 SUBMIT BIDS TO:

Healthcare & Family Services, Office of Information Services

Attn: Karen Davin

2200 Churchill Rd, Bldg C, 3rd Floor

Springfield, IL 62702

Label Envelope / Container:

Healthcare & Family Services, Office of Information Services

2200 Churchill Rd, Bldg C, 3rd Floor

Springfield, IL 62702

IFB Title and Reference Number: Key Information Delivery System (KIDS) Web Developer- 2008-62-007

February 4, 2008 2:00 pm CST

Vendor's Name and Address

- 3.8 OPENING:** The State will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of the State and will not be returned except in the case of a late submission. Bids will be opened at the Submission Location.

3.9 BID BONDS OR OTHER SECURITY:

Not Required

3.10 BID FIRM TIME:

120 Days from Opening

3.11 PROTEST REVIEW OFFICE:

Agency: Central Management Services

Phone: (217) 782-2141

Director's Office

Fax: (217) 524-1880

Address: Rm 715 Stratton Office Building

TDD: (217) 782-2000

401 South Spring Street

Springfield, IL 62706

- 3.12 SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If "Yes" is marked this has been set-aside for award to qualified small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$10,000,000 for a wholesaler; (2) \$6,000,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and (4) must have less than 250 employees if a manufacturer. For complete requirements and to qualify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm or contact the CMS Small Business Specialist at 866-ILL-BUYS, TDD 800-526-0844.

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 Bid and will also constitute the terms of the Contract.

4.1. Need For Services

HFS seeks a single vendor to provide one (1) consultant to perform expert web based coding to alleviate the backlog of priority projects being experienced by the KIDS Web Unit and to conduct knowledge transfer on the complex technical areas of enterprise Web applications. This includes assisting and instructing existing staff in usage of Websphere Application Developer and the more technical aspects of Java programming. The primary focus will be the New Hire Website, the e-IWO project and enhancements to the Child Support Website, and other Web based systems.

4.2. Goals and Objectives

The primary goals are to secure the services of an expert web based coder to alleviate the backlog of priority projects being experienced by the KIDS Web Unit and to conduct knowledge transfer on the complex technical areas of enterprise Web applications.

To ensure that the state staff have acquired the skills necessary to maintain and develop web applications and to accomplish this project in a timely and accurate manner, the services of an expert in the more technical aspects of Java, XML and web services is needed to assist and mentor existing state staff in these technologies.

4.3. Services Required

HealthCare and Family Services is seeking a candidate with the following experience:

Requirement	Number	Criteria	Minimum Experience Required
MANDATORY	1	Experience following an Object Oriented Analysis and Design methodology.	6 Years
MANDATORY	2	Experience with analysis, design and development of enterprise J2EE web applications.	6 Years
MANDATORY	3	J2EE programming experience using design patterns such as MVC, Singleton, Facade, etc.	5 Years
MANDATORY	4	J2EE programming experience using frameworks such as Struts, Spring, Web Flow, Enterprise Java Beans, Hibernate	4 Years

STATE OF ILLINOIS

		and IBatis	
MANDATORY	5	Experience using Websphere Application Developer (WSAD) and/or Rational Application Developer (RAD) or Eclipse IDE.	4 Years
MANDATORY	6	Experience with XML technologies. This includes experience with DTD's, Schemas, XSL/XSLT, DOM, JDOM and XML parsers such as SAX and Xerces.	3 Years
MANDATORY	7	Experience with Service Oriented Architectures and developing web services.	3 Years
MANDATORY	8	Experience with teaching, mentoring and transferring knowledge to other team members.	5 Years
MANDATORY	9	Experience developing SQL and stored procedures for relational databases.	4 Years
MANDATORY	10	Experience with testing J2EE applications using tools such as JUnit, JMeter and ANT.	4 Years
MANDATORY	11	Excellent verbal communication skills.	N/A

*** At least 1 year of the experience must be within the last 2 years.**

Work Experience

Completion of the following chart is REQUIRED. Candidates who neglect to complete the Work Experience form will be considered "non-responsive".

Instructions:

- Indicate place of employment and location.
- Indicate dates of experience.
- Indicate the **number of years** candidate has performed each skill as defined in the section marked "Mandatory"
- **Total** the number of years at the bottom for each skill.
- **Details** including project description, candidate's role during the project, and specific tasks are **required** and must be documented in the space provided in the section marked **Experience Details**.

STATE OF ILLINOIS

# of Years of Experience performing or utilizing specified skills (ex. 4 years and 6 months = 4.5)												
Employer & Location (ex: State Farm Insurance, Bloomington, IL)	Dates of Exper Mo/Yr thru Mo/Yr	1. Experience following an Object Oriented Analysis and Design methodology. (6 yrs min)	Experience with analysis, design and development of enterprise J2EE web applications. (6 yrs min)	3. J2EE programming experience using design patterns (5 yrs min)	4. J2EE programming experience using frameworks. (4 yrs min)	5. Experience using Websphere Application Developer or Rational Application Developer or Eclipse IDE (4 yrs min)	6. Experience XML technologies. (3 yrs min)	7. Experience with SOA and web services. (3 yrs min)	8. Experience with teaching, mentoring and transferring knowledge to other team members. (5 yrs min)	9. Experience developing SQL and stored procedures for relational databases. (4 yrs min)	10. Experience with testing J2EE applications using tools such as JUnit, Jmeter and ANT. (4 yrs min)	11. Excellent verbal communication skills.
TOTAL # of YEARS PER SKILL												

Experience Details

In the appropriate space below, provide specific details which support the information provided on **the Work Experience form**. **You may attach additional pages if additional space is needed** when completing this form. **Candidates who neglect to complete the below questions will be considered “non-responsive”**.

1. Describe in detail your experience following an Object Oriented Analysis and Design methodology.
2. Describe, in detail, your experience with analysis, design and development of enterprise J2EE applications.
3. Describe in detail your experience with J2EE programming experience using design patterns.
4. Describe in detail your J2EE programming experience using frameworks such as Struts, Spring, Web Flow, Enterprise Java Beans, Hibernate and IBatis.
5. Describe in detail your experience using Websphere Application Developer (WSAD) and/or Rational Application Developer (RAD) or Eclipse IDE.
6. Describe in detail your experience with XML technologies. This includes experience with DTD's, Schemas, XSL/XSLT, DOM, JDOM and XML parsers such as SAX and Xerces.
7. Describe in detail your experience with SOA and web services.
8. Describe in detail your experience with teaching, mentoring and transferring knowledge to other team members.

STATE OF ILLINOIS

9. Describe in detail your experience developing SQL and stored procedures for relational databases.
10. Describe in detail your experience with testing J2EE applications using tools such as JUnit, JMeter and ANT.
11. Verbal communication skills will be evaluated during an interview.

STATE OF ILLINOIS

INSERT CANDIDATE RESUME

IFB Reference # 2008-62-007

THE CANDIDATE'S RESUME SHALL BE PLACED HERE WITH THE PROJECT REFERENCE NUMBER CLEARLY IDENTIFIED.

THE CANDIDATE'S RESUME MAY BE USED DURING EVALUATION FOR CLARIFICATION ONLY. AN EXAMPLE OF CLARIFICATION IS TO DETERMINE THE VERSION OF SOFTWARE WITH WHICH A CANDIDATE HAS EXPERIENCE, NOT WHETHER A CANDIDATE ACTUALLY HAS THE MANDATORY OR DESIRED EXPERIENCE.

Candidate Selection

The work experience form, the experience detail forms, and the candidate resume will be reviewed prior to selection of a successful candidate. **In-person interviews will be conducted after review of resumes at the candidate's expense.**

Award recommendation will be to the Responsible Vendor who submitted the lowest cost Bid that meets "administrative" and "responsiveness" requirements.

4.4. Milestones and Deliverables

- Documentation depicting the flow for e-IWO
- Design of J2EE application architecture for web service for e-IWO
- Functioning J2EE application.
- Successful execution of web service for e-IWO.
- Knowledge transfer to KIDS Web team.

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.

4.6. Staffing Specifications

N/A

4.7. Where Services are to be Performed

Healthcare and Family Services
422 S 5th Street
Springfield, IL 62701

4.8. Other Specifications

N/A

4.9. Term of Contract

Term. The term of this contract shall be from the date of Central Management Services (CMS) execution and shall continue through June 30, 2009.

Renewal. The Agency reserves the right to renew the contract for two additional terms. The total term of the contract, including all renewals, shall not exceed 32 months. The first renewal will be for 12 months. The second renewal will be for the remainder of the 32 months. The payment rate under the renewal terms, if any, will be at the rate for the applicable fiscal year shown on the Pricing/Compensation page.

5. INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions provide bidders with all necessary information for preparing and submitting a Bid to the above-listed agency or buyer. They prescribe the format and content of the Bid. They also provide dates, locations and other information specific to this solicitation. 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 Bid.
- 5.1.2 The response--completed, signed and returned--will constitute the Bid. An original and the designated number of copies of each Bid are required (see Section 3 of the IFB, "Key Information about this IFB"). Failure to submit the required number of copies may prevent the Bid from being evaluated within the allotted time.
- 5.1.3 Your Bid 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.** Bids, 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 bids be submitted in electronic form. All terms to which the Vendor (or any Third Parties/subcontractors) 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 IFB or the Sample Contract for Services on separate pages, and shall attach those pages to the Bid as addenda.
- 5.1.4 Samples are not required as a part of this Invitation for Bids.
- 5.1.5 Completion of Bid Forms: The Bid forms consist of the "Services Required from the Vendor," "Services Vendor Agrees to Perform," "Price," and the "Standard Terms and Conditions." Bidder must complete, respond to, and submit all sections of each set of forms including attachments.
- 5.1.6 The Bid must be submitted in a sealed envelope or container, and must be labeled with the following information: Agency/Buyer's Name and Address, IFB Title and Reference Number, Due Date and Time, and Vendor's Name and Address.
- 5.1.7 If the Vendor designates any information in its Bid as confidential, the Vendor must also submit one (1) copy of the Bid from which confidential

STATE OF ILLINOIS

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 Bid as possible.

5.1.8 Bids must not contain promotional or display materials.

5.1.9 Attachments must be referenced in the Bid.

5.2 BID: The following documents and responses will be included in the Bid **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 Bid 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 and 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 Bid. Bids must be page numbered sequentially from front to back.

5.2.3 DESCRIPTION OF SERVICES TO BE PROVIDED: Please submit your Description of Services to be Provided by carefully completing the work experience and experience detail form in the Section 4.3 of the IFB, "Services Required." The work experience, experience detail, and the consultants resumes" will serve as section 5.2.3 of your Bid, and will express in detail to what extent you can comply with the specifications drafted by the Agency/Buyer. The work experience form, experience detail form, and the resume required in Section 4 of the IFB, "Services Required" 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 Bid and may result in rejection.

5.2.4 FINANCIAL CAPACITY INFORMATION: Submit end of year financial statements for the last 2 years. The Vendor must provide to the Agency/Buyer with its Proposal a copy of the Vendor's annual audited financial statement for the most recent 2 years. If the most recent annual audited financial statement is not available, the Vendor must provide the un-audited financial statements for the Vendor's most recent year and audited financial statements for the prior fiscal year. If audited or un-audited financial statements prepared by an independent accountant or CPA firm are not available, the Agency/Buyer may at its discretion accept Federal Income Tax Returns for the most recent two year period to determine the financial stability of the individual, partnership or

corporation. The Agency/Buyer may request the Vendor provide a credit report from a national credit rating agency. The Vendor must show a positive tangible net worth (net worth less intangible assets and goodwill) in order to participate in the contract procurement process.

If the Agency/Buyer determines, in its sole reasonable discretion, that the Vendor is not financially stable at any time during the term of the Contract, the Agency/Buyer may proceed to terminate the Contract, as provided in the Contract. Vendor also may be required to provide additional financial information upon request.

If the Agency/Buyer determines the review of financial statements is necessary during the contract period the Vendor shall provide to the Agency/Buyer a copy of the Vendor's annual audited financial statement, due five (5) months after the report period.

The Vendor shall submit to the Agency/Buyer the Vendor's un-audited financial statement every six months, due forty-five (45) days after the close of the report period. The Vendor shall provide additional financial information upon the request of the Agency/Buyer.

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

5.2. 6 STATE FORMS REQUIRED OF THE VENDOR:

The Vendor is required to complete and submit all forms listed below as part of the Bid. 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 and Subcontracting
- Attachment F** – Conflicts of Interest Disclosures
- Attachment G** – Taxpayer Identification Number
- Attachment H** – Information Regarding Terminations, Litigation and Debarment
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- Attachment J** Designation of Confidential and Proprietary Information
- Attachment K** Subcontractors
- Attachment L** Work Location Disclosure

STATE OF ILLINOIS

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 Bid 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

STATE OF ILLINOIS

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 IFB.
(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.

STATE OF ILLINOIS

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 IFB.

(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:	

STATE OF ILLINOIS

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

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this IFB 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 bid 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 IFB 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

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

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

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

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

If "Yes" check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

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

Certifying Agency:

Department of Central Management Services _____

Women's Business Development Center _____

Chicago Minority Business Development Council _____

Illinois Department of Transportation _____

Other (please identify): _____

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

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

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

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

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

STATE OF ILLINOIS

Attachment F - 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

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.

STATE OF ILLINOIS

(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.

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

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

(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

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

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

Attachment G - 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).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|--|
| _____ Individual | _____ Governmental |
| _____ Sole Proprietorship | _____ Nonresident alien |
| _____ Partnership/Legal Corporation | _____ Estate or Trust |
| _____ Tax-exempt | _____ Pharmacy (non-corporate) |
| _____ 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 | _____ Other _____ |

Attachment H - 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 IFB 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

Attachment I - 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

Attachment J - 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

Attachment K - 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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

STATE OF ILLINOIS

Attachment L - 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 _____
4. Location where services will be performed _____
Value of services performed at this location _____
5. Location where services will be performed _____
Value of services performed at this location _____
6. Location where services will be performed _____
Value of services performed at this location _____

Attach additional sheet if necessary

STATE OF ILLINOIS

5.3 PRICE:

The Vendor will provide its price quotation in accordance with the specifications provided below for the services specified in Section 4 of the IFB, "Services Required from the Vendor."

Detail pricing requirements with at least the following categories of information:

5.3.1 Method and Rate of Compensation:

FY08-FY09 hourly rate _____ X 2750 hours = \$ _____

FY10 hourly rate _____ X 2000 hours = \$ _____

FY11 hourly rate _____ X 2000 hours = \$ _____

5.3.2 Maximum Compensation for Services: Show price in checked category only:

5.3.2.1 ☒ Firm Price _____

5.3.2.2 ☐ Not-to-exceed _____

5.3.2.3 ☐ Estimated Price _____

5.3.2.4 ☐ Other [*please specify*] _____

5.3.3 Expenses: Expenses to be included in the compensation described above unless separately stated below.

5.3.3 Payment Terms and Conditions (including when paid, frequency and retainage):

The Vendor shall invoice the Agency semi-monthly, from the first day of each month through the fifteenth day, and from the sixteenth day through the last day of each month. The invoices amount must equal hours worked multiplied by the hourly rate in effect under the Contract. The Agency will use its best efforts to initiate payment of complete and approved invoices within sixty (60) days after receipt of such invoices from VENDOR.

Vendor shall not work overtime, on weekends or on state holidays unless previous arrangements have been made and prior Agency approval has been obtained. Any approved overtime (in excess of 8 hours per day or 40 hours per week) is to be billed at the straight, hourly rate in effect under the contract.

All invoices submitted by the Vendor shall contain a statement that reads substantially as follows: The Vendor hereby certifies that the supplies provided and services performed and expenses incurred as stated in the

STATE OF ILLINOIS

attached invoice have met all of the required standards set forth in the Contract.

5.3.5 Tax Exemption: The ordering Agency/Buyer's Illinois tax exemption number is E9984-0960-05. Federal tax exemption information is available upon request to the ordering Agency/Buyer.

6. HOW WE WILL EVALUATE BIDS

6.1 EVALUATION STEPS: The evaluation and award process will consist of the following:

- 6.1.1 Review of the Bids to assess bidder responsibility.
- 6.1.2 Evaluation of the requirements set forth in this IFB, include criteria to be able to perform expert coding services for Java-based work related to the Key Information Delivery System (KIDS) Web Team for the particular purpose required by the State. The costs will be measured objectively based on the lowest cost Bid that meets “administrative” and “responsiveness” requirements. No bid shall be evaluated for any requirements or criteria that are not disclosed in the IFB.
- 6.1.3 Clarifications, discussions, presentations and referrals to Agencies (if necessary).
- 6.1.4 Determine the lowest Responsible Bidder, whose bid meets the requirements and criteria set forth in this IFB.
- 6.1.5 The Agency will require an in-person interview for the lowest Responsible Bidder at 422 South 5th Street, Springfield, IL within 1 week of the Vendor being notified in writing the Agency would like to interview the vendor's candidate. If the Bidder's candidate is unable to answer the pre-determined questions during the interview or the Agency feels they don't meet the requirements set forth in the IFB, the Agency will disqualify that proposal and require the next lowest Responsible Bidder candidate to come in for an interview.
- 6.1.6 Price negotiation with the low bidder is permitted to obtain a lower price for the item bid.
- 6.1.7 Determine whether there is any reason why it would not be in the best interests of the State to award the Contract to the lowest Responsible and Responsive Bidder.
- 6.1.8 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.
- 6.1.9 Award decision by management.
- 6.1. If we select your Bid and make an 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 CRITERIA FOR EVALUATION AND AWARD: We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness, and price. All Bids, regardless of the type of solicitation, must meet the following

administrative and responsibility criteria.

- 6.2.1. Administrative Compliance:** We will determine whether the Bids complied with the Instructions for Preparing and Submitting Bids. We must reject your Bid if you submit it late. Failure to meet other requirements could result in rejection.
- 6.2.2 Vendor Responsibility:** HFS will determine whether the Vendor submitting the Bid is one with whom the State can or should do business. Factors that we may evaluate to determine “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Bid), 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. Evaluation of vendor responsibility includes, but is not limited to: tangible net worth, current ratio, and debt to equity ratio based on the financial statements of the Vendor. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.
- 6.2.3 Invitation for Bids**HFS will identify the lowest cost Bid and may rank the others in order of price. The Responsible Vendor who submitted the lowest cost Bid that meets “administrative” and “responsiveness” requirements shall be eligible for the award.

7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS IFB:

- 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 IFB will not excuse any failure to comply with the requirements of the IFB 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 IFB, you must immediately notify the IFB Contact listed in Section 3.2 of the IFB. The Agency/Buyer will issue written instructions, if appropriate.
- 7.1.4 AMENDMENTS TO THE IFB:** The Agency/Buyer reserves the right to amend the IFB at any time. The Vendor must acknowledge receipt of an amendment in its Bid with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Bids, the Agency/Buyer may, in its sole discretion, allow Vendors to amend their Bids in response to the Agency/Buyer's amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE BID:

- 7.2.1 SUBMISSION OF BID:** You may mail or hand-deliver Bids. 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 BID:** Written requests to modify the Bid 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 Bid 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 Bid and marked as a MODIFICATION or WITHDRAWAL of the bid.

STATE OF ILLINOIS

- 7.2.3 LATE DELIVERY:** We will not consider Bids received at the designated submission location after the stated due date and time.
- 7.2.5 RESERVATIONS:** We reserve the right to reject all Bids; to reject individual Bids 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 Bid from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Bid. Submission of an Bid confers on you no right to an award or to a subsequent contract. The IFB 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 Bid.
- 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 Bid 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 a Bid. 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 J with the Vendor's Bid. 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 Bid 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 Bid as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the IFB as confidential, the Vendor must submit one copy of the Bid 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 IFB, "Key Information about this IFB." 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 Bid as possible.

The Agency/Buyer will treat as confidential the information marked

confidential. In the event the Agency/Buyer receives a request for information 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 Bid 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 Bidders. 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 Bid, depending on the circumstances:

- 7.2.8.1 The Vendor fails to deliver the Bid 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 IFB.
- 7.2.8.4 The Vendor's Bid materially changes one or more requirements of the IFB.
- 7.2.8.5 The Vendor's Bid 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 IFB.
- 7.2.8.10 The Vendor initiates unauthorized contact regarding the IFB with state employees.
- 7.2.8.11 The Vendor provides misleading or inaccurate responses.

STATE OF ILLINOIS

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 Bid 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 IFB; or that do not reflect a material change in Section 4 of the IFB, "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 IFB requirements or excuse the Vendor from full compliance with IFB 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 BID CONTENTS: The content of an Bid 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 Bid. 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 Bid. The presentation will not materially change the information contained in the Bid.

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 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 BIDS:

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 BID CLARIFICATION PROCESS: The Agency/Buyer reserves the right to contact a Vendor after the submission of an Bid for the purpose of clarifying an Bid 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 Bid. The Agency/Buyer will not consider information received if the information materially alters the content of the Bid or alters the type of goods and services the Vendor is bidding 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 Bid as noncompliant.

7.4.4 DISPOSITION OF BIDS: Ordinarily, all Bids become the property of the Agency/Buyer and will not be returned to the Vendor. Those Bids 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 Bid, the Vendor agrees that the Agency/Buyer may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Vendor consents to such copying by submitting an Bid 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 Bids.

7.4.6. RELEASE OF CLAIMS: By submitting an Bid, 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 IFB.

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 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 OF ILLINOIS

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 IFB:

- 7.6.1 CONTRACT NEGOTIATIONS:** Vendors must be prepared for the Agency/Buyer to accept the Bid 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 Bid 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:** Vendors shall not commence, and will not be paid for any billable work prior to the contract being executed by the Vendor and the State. Any exception must be approved by the State Purchasing Officer, the Chief Procurement Officer or a designee of the Chief Procurement Officer in advance of the work being performed.
- 7.6.3 DEFINITION OF CONTRACT:** The Contract for Services included with this IFB, 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.
- 7.6.4 CHOICE OF LAW AND FORUM:** This IFB 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 IFB 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 INVITATION FOR BID

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) _____

STATE OF ILLINOIS
(name of Agency/Buyer) _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____ Date _____

Title _____ Date _____

Address _____

Address _____

Phone _____ Fax _____

Phone _____ Fax _____

E-mail _____

E-mail _____

Dept. of Human Rights Public Contract # _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature _____

Designee Signature _____

Printed Name _____

Printed Name _____

Title _____ Date _____

Title _____ Date _____

Address _____

CPO #33 -- Approved by General Counsel

Phone _____ Fax _____

Signature _____

E-mail _____

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's obligations shall cease immediately, 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 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).
- 5.5 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).
- 5.6 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).
- 5.7 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).
- 5.8 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.
- 5.9 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).
- 5.10 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).
- 5.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.12 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).
- 5.13 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).
- 5.14 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).

- 5.15 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).
- 5.16 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).
- 5.17 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).
- 5.18 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).
- 5.19 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).
- 5.20 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).
- 5.21 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”.
- 5.22 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.
- 5.23 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:
- 5.23.1 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.);
- 5.23.2 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).
- 5.23.3 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.

N/A Definitions

N/A Public Works Requirements (820 ILCS 130/4)

N/A 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)

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

N/A Prohibition on Contingent Fees (certain federally funded contracts)

N/A BEP Subcontracting Requirements

X State Supplemental Terms and Conditions

N/A Vendor Supplemental Terms and Conditions

N/A Other (describe) Taxpayer Identification Number

6.2 STATE AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

6.2.1 Amendments.

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

6.2.2 Child Support.

Vendor shall ensure that its employees who provide services to the Agency/Buyer under this Contract are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Vendor will not be considered out of compliance with the requirements of this Section if, upon request by the Agency/Buyer, Vendor provide:

- A. Proof of payment of past due amounts in full;
- B. Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Vendor provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

6.2.3 Clean Air Act and Clean Water Act.

Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act (42 U.S.C. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the United States Environmental Protection Agency.

6.2.4 Confidentiality of Program Recipient Identification.

Vendor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Vendor and Vendor's employees, by Vendor's corporate affiliates and their employees, and by Vendor's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Vendor, in the course of performing the Contract, serves as a business associate of the Agency/Buyer, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Vendor shall assist the Agency/Buyer in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Agency/Buyer's medical programs.

6.2.5 Exclusions.

- A. Vendor shall screen all current and prospective employees, contractors and sub- contractors, prior to engaging their services under this Contract and at least annually thereafter, by:
 - 1. requiring that all current or prospective employees, contractors or sub-contractors disclose whether they are an Excluded Individual or Entity; and
 - 2. reviewing the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (<http://www.state.il.us/agency/oig>), and the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services OIG (HHS/OIG) (<http://www.dhhs.gov/oig>).
- B. For purposes of this section, "Excluded Individual or Entity" shall mean a person or entity which:
 - 1. under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
 - 2. has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
 - 3. has been convicted of a criminal offense related to the provision of health care items or services in the last ten (10) years.
- C. Vendor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual or Entity, and shall notify the OIG of the termination.

6.2.6 Fraud and Abuse.

Vendor shall report to the Agency/Buyer's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program, or suspected

misconduct of Agency/Buyer employees, as soon as Vendor learns of the suspected fraud and abuse or misconduct. Vendor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Vendor shall cooperate with all investigations of suspected fraud and abuse or Agency/Buyer employee misconduct.

6.2.7 Gifts.

Vendor and Vendor's principals, employees and subcontractors are prohibited from giving gifts to Agency/Buyer employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous contract with the Agency/Buyer involving duties or obligations related to this Contract.

6.2.8 Legislative Changes.

The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

6.2.9 Lobbying.

- A. Vendor certifies to the best of Vendor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Vendor's request from the Agency/Buyer's Bureau of Fiscal Operations.
- C. Vendor shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this Contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.2.10 Media Relations and Public Information.

Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Contract or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Agency/Buyer. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Contract unless such dissemination has been previously approved in writing by the Agency/Buyer.

6.2.11 Nondiscrimination.

Vendor and Vendor's principals, employees and subcontractors shall abide by Executive Orders 11246 and 11375. Vendor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Contract.

6.2.12 Rules of Construction.

Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
- H. Words in the plural which should be singular by context shall be so read, and vice versa; and
- I. References to "Agency/Buyer" shall include any successor agency or agencies thereto.

6.2.13 Sale or Transfer.

Vendor shall provide the Agency/Buyer with the earliest possible advance notice of any sale or transfer of Vendor's business. The Agency/Buyer has the right to terminate this Contract without cause upon notification of such sale or transfer.

6.2.14 Severability.

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

6.2.15 Solicitation.

Vendor warrants that no person or agent has been employed or retained for a fee of any type to solicit and secure this Contract excepting bona fide employees of Vendor.

6.2.16 Vendor Certifications.

By signing this Contract, Vendor makes certain certifications and warranties. This Contract may be terminated immediately, or upon notice by the Agency/Buyer in its sole discretion, upon Vendor's failure to maintain these certifications and warranties.