

**Office of the Secretary of State
State of Illinois
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Office of the Secretary of State
Budget & Fiscal Management, Purchasing Division
124 Howlett Building
Springfield, IL 62756

DATE: October 24, 2008

SUBJECT: (PROJECT TITLE / REFERENCE #:) COBOL Programmer
Project # 09AH103000

☒ Invitation for Bids (IFB)
☐ Request for Proposals (RFP)
☐ Request for Proposals Professional and Artistic Services (RFP P&A)

The Office of the Secretary of State is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Brief Description:

The Office of the Secretary of State is soliciting bids from qualified vendors for one(1) COBOL Programmer.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page" will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. Do not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

INSTRUCTIONS FOR SUBMITTING OFFERS
(CUSTOM PAGE)

- 1.1 SUBMIT OFFERS TO:**
Office of the Secretary of State
Budget & Fiscal Management
Attn: Purchasing Division
124 Howlett Building
Springfield, IL 62756
- LABEL:**
Office of the Secretary of State
Budget & Fiscal Mgmt.; Purchasing Division
Department of Administrative Hearings
COBOL Programmer #09AH103000
Due: November 18, 2008 Time: 2:00 PM

Electronic Format Requested N/A

(Note: Offers will be opened at the above address.)

- 1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: November 18, 2008
Time: 2:00 PM
-

- 1.3 NUMBER OF COPIES:** Submit a signed original and 4 copies of your offer in a sealed container. *If this is a Request for Proposals, submit price in a separate sealed envelope in the Offer Container.*
-

- 1.4 OFFER FIRM TIME:** 120 Days from Opening
-

- 1.5 SECURITY:** Offer \$N/A Performance \$N/A
-

- 1.6 VENDOR CONFERENCE/SITE VISIT:** Yes X No
Mandatory Attendance: Yes X No
Date and Time:
Location:
-

- 1.7 PROJECT CONTACT:**
Office of the Secretary of State
Attn: Purchasing Division
Budget & Fiscal Management
124 Howlett Building
Springfield, IL 62756
Phone : 217/782-8892, Fax: 217/524-0785
E-mail: Morrill@ilsos.net
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- 1.8 PROTEST REVIEW OFFICE:**
Office of the Secretary of State
Attn: Purchasing Division
Budget & Fiscal Management
Howlett Building
Springfield, IL 62756 Phone : 217/782-8892 Fax: 217/524-0785

- 1.9 SMALL BUSINESS SET-ASIDE:** Yes ___ No X_. If "Yes" is marked this has been set-aside for award to 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) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.
- 1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at www.legis.state.il.us/ilcs/chapterlist.html. The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us>.
- 1.11 ILLINOIS PROCUREMENT BULLETIN.** We publish 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. You may register to view and download procurement information at <http://www.purchase.state.il.us>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.12 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall 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 and at the delivery site.
- 1.13 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
- 1.14 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the State prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.15 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the State PROJECT CONTACT (see CUSTOM PAGE). Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the AGENCY. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.
- 1.16 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- 1.17 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.18 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.
- 1.19 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.20 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.21 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.22 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.23 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.24 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Illinois Procurement Bulletin. Such 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.
- 1.25 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within 7 calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.26 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.
- 1.27 COMMENCEMENT OF WORK.** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your risk.
- 1.28 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to

waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This 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 shall be made solely at our discretion and made to favor the State.

- 1.29 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.30 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.31 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information". This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning vendor and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the State's evaluation shall be public.
- 1.32 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.
- 1.33 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from www.sos.state.il.us/departments/business_services/bca.html.
- 1.34 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. 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.
- 1.35 CONTRACTOR SUSPENSION.** Any contractor may be suspended for violation of this Code or for failure to conform to specifications or terms of delivery. Suspension shall 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. Contractors may be debarred in accordance with rules promulgated by the chief procurement officer or as otherwise provided by law. (**30 ILCS 500/50-65**)
- 1.36 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.

1) CONTRACT FOR SUPPLIES AND SERVICES.

This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:

Contract Format and Signature
Description of Supplies and Services
Pricing/Compensation
Standard Terms, Conditions and Certifications

Supplemental Terms and Conditions
Vendor Provided Additional Material and Exceptions

The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The State may accept your offer as submitted by signing the Contract Format and Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

Show price information only in the Pricing/Compensation attachment. **When responding to a Request for Proposals, place this attachment in a separate sealed envelope in the offer container.**

Any Supplemental Terms and Conditions required by the AGENCY will be noted, attached and will supercede anything to the contrary in the Standard Terms and Conditions.

The attachment, Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

2.) **VENDOR PREQUALIFICATION.**

You must sign the "Vendor Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Prequalification" section is arranged as follows:

Vendor Prequalification Format and Signature
Business and Directory information
References
Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Conflict of Interest Disclosures
Taxpayer Identification Number

1.37 CRITERIA FOR EVALUATION AND AWARD. We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) **Vendor Responsibility.** We will determine whether the VENDOR submitting the offer is one with whom we 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 offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- c) Evaluation of "responsiveness" and "price" differ depending on the type of solicitation. The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in the following subsections. Only the appropriate subsection applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the State's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.
- d) Invitation for Bids. We will identify the lowest cost offer and may rank the others in order of price. The responsible VENDOR who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.
- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked vendor. We will determine whether the price is fair and reasonable by considering the offer, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

The total number of points for "responsiveness" is _____. Vendors who do not receive _____ of the total "responsiveness" points need not be considered for price evaluation and award. The elements of responsiveness that will be evaluated and their relative weights are:

<u>Elements</u>	<u>Weight</u>
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Price will be a weighted element except for Requests for Proposals for Professional and Artistic Services (P&A). For P&A RFPs, price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price.

The total number of points for "price" is _____. We will determine "price" points using the following formula:

$$\text{Maximum price points} \times \frac{\text{Lowest Price}}{\text{Offeror's Price}} = \text{Total Price Points}$$

The maximum number of points is _____ (Responsiveness _____ plus Price _____).

- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

END OF INSTRUCTIONS

CONTRACT FOR SUPPLIES AND/OR SERVICES

The undersigned AGENCY and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

1. TERM OF CONTRACT: The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
2. DESCRIPTION OF SUPPLIES AND SERVICES: VENDOR shall provide the supplies and/or perform the services specified in this attachment.
3. PRICING/COMPENSATION: AGENCY shall pay VENDOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
4. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS: Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
5. OTHER ATTACHMENTS: Additional terms and conditions are shown in the following attachments:
Agency Supplemental Terms and Conditions Yes___ No___
Vendor Provided Additional Material and Exceptions Yes___ No___

In the event of a conflict between the Secretary of State contractual agreement and any vendor's terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any vendor terms and conditions, including any vendor attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions.

In Witness whereof, AGENCY and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

VENDOR (show Company name and DBA)

DEPARTMENT

Signature_____

Signature_____

Printed Name_____

Title_____ Date_____

Title_____ Date_____

Address_____

OFFICE OF THE SECRETARY OF STATE

Signature_____

Phone_____ Fax_____

Title_____ Date_____

FOR STATE USE ONLY

Contract #_____

Agency CLC_____ CMS CLC_____

Agency CFO_____ CMS CFO_____

Source Selection: IFB (including Multi-step)___ RFP___ RFP P&A___ Small___ Sole Source___ Emergency___

Exempt from Code_____ Other (describe)_____

TERM OF CONTRACT

- a. Beginning and end date of initial term.
The Contract shall begin upon notice of award and end June 30, 2009.

- b. Renewal. . The Office of the Secretary of State reserves the right to renew the contract for two additional one-year terms, provided all other terms and conditions remain the same.

- c. Early Termination. The State reserves the right to terminate this contract without cause and without penalty or further payment being required upon 3 days prior written notice. Upon exercise of this right, AGENCY shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

DESCRIPTION OF SUPPLIES AND SERVICES

Scope of Work The Office of the Secretary of State is seeking candidates for Programming and some system analyst functions to re-develop the BAIID monitoring application. Requirements include knowledge and experience in COBOL, DB2, CICS, and HTML. Interfacing with application software residing on an IBM zOS mainframe is required. Integration with an existing Intranet site is also a requirement.

Vendors are to submit proposals and resumes for one (1) contractual Cobol programmer to perform work with Secretary of State staff. The contractual programmer is to supplement permanent staff and perform assignments in computer system development and/or existing system modifications.

Candidate Qualifications

Mainframe Application Technical Expertise

Each candidate must be an experienced COBOL code programmer with a minimum of three (3) years experience that includes a demonstrated record of achievement in mainframe COBOL application development within the past year. Background and technical expertise with an IBM mainframe application development environment, including DB2 and CICS, is required. Experience must illustrate the following abilities:

- To perform structured COBOL program **coding** for mainframe computer applications.
- To perform basic systems analysis, program and system testing, program and system documentation, and system implementation.
- To access databases and provide any necessary specifications for design or modifications.
- To provide project status reports verbally and in writing, as required.
- To perform work in accordance with installation standards and procedures.

The following skills are beneficial

- **Skills in HTML.**
- **Skills in browser based access to the mainframe through CICS.**

Candidate Selection

Resumes will be reviewed prior to selection of successful candidates. Telephone and/or in-person interviews will be conducted after review of resumes. After the telephone interviews, candidates in the selection process may be required to come on site in Springfield, Illinois for further evaluation and testing prior to making an award recommendation. The Secretary of State will not pay for any expenses incurred during this process.

Award recommendation will be made on lowest hourly rate for a candidate with all required qualifications.

Project Schedule

It is expected that contractual services will begin promptly upon candidate selection and contract approval. The anticipated start date is September 1, 2008 through June 30, 2009, with an option to renew for **two (2) additional one-year terms**. All proposed candidates must be available to start work on December 1, 2008, and must not have commitments that would interfere with this start date.

Termination of Services

The contractual agreement will include a provision that services of a contractual employee may be terminated by the Illinois Secretary of State upon **three (3) business days** notification to the contractor, if at any time the performance of the contractual employee is determined to be unsatisfactory to the Director of the Department of Information Technology.

- RESUMES AND AN HOURLY RATE QUOTATION SHOULD BE SUBMITTED. Travel and/or living expenses should be included as part of this hourly rate and will not be considered for separate payment.
- We are estimating 160 hours per month, but reserve the right to increase or decrease the number of hours up to 25% if necessary.
 - These individuals will work out of the Systems and Programming area of 574 Howlett Building.
 - Vendors may submit more than one candidate resume.

ADDITIONAL BID REQUIREMENTS

Qualifications of Vendor and/or Vendor's staff (or others who would perform).

Bidders are cautioned to carefully read this entire document. All Terms, Conditions, and Specifications contained herein will become a part of the final Contract.

No bid will be considered unless the bidder can furnish factual information that he/she is in a position to meet all of the following conditions:

1. Evidence of the Financial Ability of the bidder to fully meet all requirements of the Contract.
2. Evidence of performing other similar Contract services or other sufficient evidence that the bidder is qualified to meet all requirements.

INFORMATION TO BE FURNISHED WITH BID PROPOSAL: The Bidder must submit the **original and four (4) copies** of their proposal, which shall include adequate data and information on each of the areas of criteria to be evaluated. The offer should be as concise as possible but shall be sufficient to enable the Illinois Secretary of State to make a good, fair and comprehensive evaluation of the bidder and the offer. In addition to the complete signed copies of this entire document, the submittal should clearly identify any area of this solicitation with which you take exception. The bidder's failure to take exception with any item shall be construed as the bidder's agreement and acceptance.

The Bidder must submit with his bid the following:

1. Most recent financial statement (one copy). (This must include at a minimum, Profit & Loss Statement (Income Statement) and Balance Sheet.) Failure to provide the required financial statement may result in a rejection of your bid or bid.
2. A list of institutions, industries or business establishments, which you are presently serving under Contract for this type of service. This list must include name of firm, address, telephone number, length of time you have serviced this account, name of person to whom you report, a description of the work performed under each of these contracts and the dollar amount of these contracts.
3. Include in your letter the length of time you have been in business, the number of persons regularly employed by your firm, and the name, address and telephone number of a responsible person (supervisor) of your firm in the city where the services are to be rendered if different than your main office.

Bids received without this information may not be considered.

Performance Security Bond. N/A

If applicable, Vendor shall provide a performance bond equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. For public works contracts, performance bond requirements will be found in Agency Supplemental Terms and Conditions.

Subcontracting/Joint Ventures. ☐ Allowed ☒ Not Allowed

The State intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

If Vendor is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be shown. The AGENCY may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AGENCY.

PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information. **FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.**

CERTIFICATION AND DETAILED BID: The Bidder understands that good service and compliance with the specifications, terms and conditions of this Contract is expected and demanded, and agrees to provide services accordingly.

ADDENDUM'S: I (we) hereby acknowledge receipt of the following addendum's (if any) to this Invitation for Bid and have included their provisions in this proposal.

Addendum No.1, dated _____. Enter date and initial _____.

Addendum No.2, dated _____. Enter date and initial _____.

Addendum No.3, dated _____. Enter date and initial _____.

BASE BID: The undersigned hereby agrees to provide the services in accordance with the Terms, Conditions and Specifications contained herein at the prices quoted below.

COBOL CANDIDATES – HOURLY PRICE OF:

\$ _____ PER
HOURLY
(Name of Candidate)

\$ _____ PER
HOURLY
(Name of Candidate)

\$ _____ PER
HOURLY
(Name of Candidate)

\$ _____ PER
HOURLY
(Name of Candidate)

- RESUMES AND AN HOURLY RATE QUOTATION MUST BE SUBMITTED. Travel and/or living expenses should be included as part of this hourly rate and will not be considered for separate payment.
- We are estimating 160 hours per month for 12 months, but reserve the right to increase or decrease the number of hours up to 25% annually if necessary.
- This individual will work out of the Systems and Programming area of 574 Howlett Building.
- Vendors may submit more than one candidate resume.

Tax Exemption. The ordering agency's Illinois tax exemption number is E9984-1231-05. The Federal tax exemption information is available upon request to the ordering agency.

STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
2. **BILLING:**
 - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
 - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
 - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
3. **PAYMENT:**
 - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). 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.
 - b) The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
 - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.
 - d) Payments hereunder are subject to setoff in accordance with the State Comptroller Act (15 ILCS 405).
 - e) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - f) As a condition of 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 resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request. (**30 ILCS 500/25-60(b)**). Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein. (**820 ILCS 130/4(a)**).
4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts

appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. 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.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
 - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such

parties to submit certifications and disclosures to AGENCY for review and approval upon request.

- b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
- c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AGENCY shall have the option to accept a substitute or to terminate the CONTRACT.
- d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.

12. LICENSE: VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AGENCY, VENDOR may meet the license requirement through a subcontractor.

13. MAINTENANCE ASSURANCE:

- a) The AGENCY reserves the right to maintain any equipment purchased under this CONTRACT using AGENCY personnel or third-party maintainers. In such case, VENDOR shall provide the AGENCY or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AGENCY reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AGENCY shall be without penalty or sanction by VENDOR.
- b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY at no cost adequate documentation and access to specialized or proprietary tools to allow the AGENCY or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AGENCY.

14. CONFIDENTIALITY AND USE OF WORK PRODUCT:

- a) Any documents or information obtained by VENDOR from the AGENCY in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AGENCY.
- b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. '101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and

brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

15. LIABILITY AND INSURANCE:

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, but no limited to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.
- d) AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e) Vendor shall be liable for incidental, special or consequential damages.

16. TAX COMPLIANCE: VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

17. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.
18. **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.
19. **LEGAL ABILITY TO CONTRACT:** 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:
- a) 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.
 - b) VENDOR is not in default on an educational loan **(5 ILCS 385/3)**.
 - c) Vendor has informed the director of the agency 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, 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 in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.
 - d) 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 made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
 - e) 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)**.
 - f) 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 5 years have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. **(30 ILCS 500/50-10.5)**.
 - g) The Vendor further acknowledges that the Principal may conduct a fingerprint criminal background verification and the Contractor agrees to submit to the same. Failure to submit to such fingerprint background check will result in an immediate termination of the contract. Further, a negative criminal history report may result in immediate termination of the contract.
 - h) 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 contracting state agency 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)**.
 - i) 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 acknowledge that failure to comply can result in the contract being declared void.

- j) VENDOR certifies in accordance with Public Act 93-0575 (**30 ILCS 500/50-12**) that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- k) 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**).
- l) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- m) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (**30 ILCS 500/50-40, /50-45, /50-50**).
- n) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
- o) 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**).
- p) 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 5/33E-3, 5/33E-4**).
- q) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- r) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- s) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (**30 ILCS 583/1 et seq.**).
- t) VENDOR complies with requirements of the Corporate Accountability For Tax Expenditure Act. (20 ILCS 715/1 et. Seq.)
- u) VENDOR complies with Illinois Law (415 ILCS 5/1 et. Seq.) which prohibits the bidding on or entering into contracts with the State of Illinois or a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of order.
- v) VENDOR certifies in accordance with (30 ILCS 584/1 et. Seq.) 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.

20. CONFLICTS OF INTEREST: VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, 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 conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- a. the person intending to contract with the State, their spouse or minor child;
- b. holds an elective office in Illinois;
- c. holds a seat in the Illinois General Assembly;
- d. 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 \$105,550.20**). (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.)
- e. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 72% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$170,917.00**).
- f. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), 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 \$341,834.00**) from the firm, partnership, association or corporation.

21. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
22. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
23. **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
24. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
25. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin 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. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.

26. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
27. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.
- In the event of a conflict between the Secretary of State contractual agreement and any vendor's terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any vendor terms and conditions, including any vendor attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions.
28. **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
29. **DELINQUENT PAYMENTS:** The Contractor certifies that he/she is 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 acknowledges the contracting state agency may declare the contract void if this certification is false **(30 ILCS 500/50-11, effective July 1, 2002)**.
30. **STATE PROHIBITION OF GOODS FROM CHILD LABOR ACT:** The contractor certifies in accordance with Public Act-94-0264 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.

AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- ☐ Public Works Requirements. **(820 ILCS 130/4)** *
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services if valued at more than \$200 per month or \$2000 per year. **(30 ILCS 500/25-60)** *
- ☐ Prevailing Wage (all printing contracts) **(30 ILCS 500/25-60)**. *
- ☐ Prohibition on Contingent Fees (certain federally funded contracts)
- ☐ Other (describe)

*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site (www.state.il.us/agency/idol). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

1. **SECRETARY'S RIGHT TO TERMINATE CONTRACT:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provision of the Contract, the Secretary may, after serving written notice to the Contractor and without prejudice to any other remedy available, make good such deficiencies and may, in turn, deduct the cost thereof from the payment then or thereafter due the Contractor, or at his option, the Secretary reserves the right to cancel the Contract. In the event of such cancellation, the name of the Bidder will be removed from the list of qualified Bidders for a period of one year and reinstated thereafter only when satisfactory proof of his ability to perform duties as specified has been furnished and accepted by the Secretary.
2. **DATA SECURITY STANDARDS:** The Contractor hereby acknowledges the existence of a set of Data Security Standards which has been adopted and published by the Office of the Secretary of State. Security procedures vary among the several departments within the office and it shall be the responsibility of the contractor to become informed of all such standards and procedures which may be associated with work to be performed under this agreement and to remain in full compliance with same at all times.
3. **COMPETENCY OF BIDDERS:** The competency and responsibility of all Bidders shall be taken into consideration in the award of the Contract or this Work. If Bidders are unknown to the Office of the Secretary of State or their competency questioned, it shall be understood that Bidders shall, on request, file with the Office of the Secretary of State reliable data and reference for investigation.
4. **INVOICING:** All billings must be itemized, showing at a minimum; location where and description of services rendered. Billings will be accepted and approved for payment only on items specifically included in this contract. Billings shall be submitted to Department of Administrative Hearings, 501 South 2nd Street, Room 289, Springfield, IL 62756.
5. **NON-DISCLOSURE - PUBLICITY:** The Contractor shall not use the Secretary of State's name in any publication, promotion or advertisement in any communication medium presently devised or in any future medium not presently in existence, without the Secretary of State's written permission prior to the issuance of any such publication, promotion or advertisement.
6. **TIME LIMITS:** All time limits stated in this bid document is to be considered of the essence of the contract.

7. **TERMINATION:** Either party may terminate this Agreement at any time upon three (3) business days written notice to the other party. Upon termination the Contractor shall be paid for work satisfactorily completed prior to the date of termination.
8. **ADDENDUM TO BID:** Prior to the bid opening, the State may change or alter the terms, conditions and specifications of this Project. Such changes will be posted as "addenda" to the Invitation for Bid in the Illinois Procurement Bulletin as stated in para. 1.11 ILLINOIS PROCUREMENT BULLETIN. Bidders shall acknowledge receipt of any and all addenda in the space provided on the bid form. The Bidder's failure to acknowledge receipt of addenda may result in rejection of his/her bid.
9. **AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:** Contractors/Vendors must be in compliance with (805 ILCS 5/et seq.) regarding the authority to conduct business in the State of Illinois. If applicable a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at (217/782-1834). Application Forms may be downloaded from the following web address:
http://cyberdriveillinois.com/departments/business_services/publications_and_forms/home.html
10. **PREVAILING WAGE ACT:** As a condition of this agreement the Contractor or any subcontractors of this agreement 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 resources services, security guard and food service ect.), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60 (b)). The Principal has the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130 et. seq).

Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site <http://www.state.il.us/agency/idol/>. You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this contract.

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

☐ No other material included

☐ Other material included (describe--attach additional pages if needed)

Exceptions (mark one):

☐ No exceptions

☐ Exceptions taken (describe--attach additional pages if needed)

**VENDOR PREQUALIFICATION
GENERAL**

PREQUALIFICATION. We must have the General Prequalification information described below.

[At some future time we may also establish "Category" prequalification which covers a type of supply or service (such as for office supplies or janitorial services), or "Specific Procurement" prequalification, which would apply to a particular procurement only.]

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- References
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AGENCY with the understanding AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AGENCY.

Vendor (show official name and DBA)

Signature _____

Printed Name _____

Title _____

Date _____

Address _____

Phone/Fax _____

E-mail _____

Business and Directory Information

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Billing Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
9. Length of time in business.
10. Annual Sales for Vendor's most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

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 solicitation.

1. Firm/Government Agency (name)_____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

2. Firm/Government Agency (name)_____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

3. Firm/Government Agency (name)_____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

4. Firm/Government Agency (name)_____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) _____.

_____ (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 solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number _____

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR _____.

Date of expiration _____.

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.

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the 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, IL 60601.

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) 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 business 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 Your Company (and DBA) _____

- 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 _____

- b. 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 (identify) _____

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- c. 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 proposal, and the names of the BEP certified vendors you plan to use.

CONFLICTS OF INTERESTS 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. Sections 2, 3 and 4 apply to 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 below) 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.

Disclosure of Financial Interest in the Vendor.

- a. If any individuals have one of the following financial interest in the vendor (or its parent), please check all that apply and show their names and address:

Ownership exceeding 5%	()
Ownership value exceeding \$102,550.20	()
Distributive Income Share exceeding 5%	()
Distributive Income Share exceeding \$102,550.20	()
If Not-Applicable, please checkmark here	()

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

- b. For each individual named above, show the type of ownership/distributable income share.

Sole Proprietorship: _____ Stock: _____ Partnership: _____ Other: _____

(Explain) _____

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its parent) as follows:

1. If the proportionate share of the named individual(s) in the ownership of the vendor (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$102,550.20 or less, check here ().
2. If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$102,550.20, show either:

The percent of ownership _____%,
Or
The value of the ownership \$_____

Section 2

(To be completed by Individuals and Vendors)

NOTE: Completion of this section is required for all Individuals/Contractors unless a 10k disclosure is submitted. Please attach additional pages if needed.

Circle YES or NO to indicate which, if any, of the following potential conflicts of interest relationships apply:

- a. Have you held State employment, currently or in the previous three years, including contractual employment of services? *If YES, please list the name of the individual and provide the details of the employment.*

YES NO

- b. Has your spouse, father, mother, son, or daughter held State employment including contractual employment for services in the previous two years? *If YES, please list the affected individual, their relationship and the details of employment.*

YES NO

- c. Have you held elective office in the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, currently or in the previous three years? *If YES, please list the individual, the office held and the dates of term.*

YES NO

- d. Has your spouse, father, mother, son or daughter held any elective office in the previous two years? *If YES, please list the individuals, their relationship, the office held and the dates of term.*

YES NO

- e. Have you held any appointive governmental office of the State of Illinois, the United States of America, of any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, in which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three years? *If YES, please list the individual, the office held and the dates of the term.*

YES NO

- f. Has your spouse, father, mother, son, or daughter held appointive office within the last two years? *If YES, please list the individual, their relationship and the office held.*

YES NO

- g. Have you been employed currently or in the previous three years, as or by any registered lobbyist of State government? *If YES, please list the individual, their relationship and provide details of employment.*

YES NO

- h. Have you been employed currently or in the previous three years, by any election or re-election committee registered with the Secretary of State or any County Clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.*

YES NO

- i. Has your spouse, father, mother, son, or daughter been employed as or by any registered lobbyist in the previous two years? *If YES, please list the individuals, their relationship and provide details of employment.*

YES NO

- j. Has your spouse, father, mother, son, or daughter been a compensated employee in the last two years of any election or re-election committee registered with the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.*

YES NO

Disclosure Form B

This requirement applies to all contracts with the Office of the Secretary of State, submissions that do not include this information, will not be considered.

You must submit this information along with your bid, contract, proposal or offer.

- A. Does the vendor/contractor have current contracts (including leases) with other units of government within the State of Illinois?

YES _____ NO _____

If YES, please list each contract, showing agency name and other descriptive information, such as purchase order or contract reference number (attach additional pages as necessary).

- B. Does the vendor/contractor have pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois Government?

YES _____ NO _____

If YES, please list each relationship by showing the agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This Disclosure is submitted on behalf of:

(Name of Vendor/Contractor)

Person authorized to sign on behalf of the Vendor/Contractor:

Name (Printed): _____ Title: _____

Signature: _____ Date: _____

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.

Taxpayer Identification Number

I certify that:

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**

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**

I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

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

Legal Status (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non-Corp.) |
| ☐ Corporation providing or
(Corp)
billing medical and/or
health care services | ☐ Pharmacy/Funeral Home/Cemetery |
| ☐ Corporation NOT providing
or billing medical an/or
health care services | ☐ Other: _____ |