

November 25, 2008

**TO:** Potential Bidders

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

**SUBJECT:** REQUEST FOR SEALED PROPOSALS (RFSP): Administration of the Illinois Virtual School (IVS)

### **General Information**

**Eligible Bidders:** Eligible applicants are partnerships between one or more Regional Offices of Education and one or more Learning Technology Center Hubs. Eligible partnerships also may include other entities with knowledge and experience in education and technology, such as public or private universities, colleges, community colleges, nonprofit organizations, and businesses.

**Fiscal Information:** A maximum of \$200,000 is available for work from March 2, 2009, to June 30, 2009 (i.e., FY 09). A maximum of \$1,450,000 will be available for work from July 1, 2009, to June 30, 2010 (FY10).

For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), bidders are advised that approximately 12 percent of the funds for this program are derived from federal sources. The total amount of federal funding involved in FY 09 is \$25,000; the amount of federal funding involved will be \$200,000 in FY 10.

**Contract Period:** The contract period will begin no sooner than March 2, 2009, and will extend from the execution date of the contract until June 30, 2010. Funding in each subsequent fiscal year is contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The contract may be renewable on a year-to-year basis for six additional fiscal years through FY16 contingent upon successful performance and available funding.

**Receipt of Proposals:** Proposals will be received, by mail or in person, in the Fiscal Services Division of the Illinois State Board of Education until 4:00 p.m., January 15, 2009.

No late proposals or FAX proposals will be accepted. Proposals should be sent to the following address: Illinois State Board of Education, Fiscal Services Division, 100 North First Street, Springfield, Illinois 62777-0001.

Proposals are to be addressed to: Sherri Sullivan, Illinois State Board of Education (ISBE) State Purchasing Officer.

**Submission Requirements:** Proposals must be submitted in five parts: a narrative description of the proposed work; cost proposal; CDs; Standard Certifications and acknowledgement of addendums (if any are posted to the website); and a redacted version which includes the narrative and cost. Bidders must submit at least seven (7) hard copies each of the narrative and cost proposals; four (4) CDs of the narrative and cost proposal, two (2) in Word format and two (2) in PDF format; one (1) copy of the Standard Certification and Assurances forms required under Part III of the Proposal Format; and one (1) redacted version of the proposal. Each part must be sealed in individual packages and clearly labeled as "NARRATIVE" on one package, "COST" on second package, "CDs" on third package, "CERTIFICATIONS" on fourth package and "REDACTED VERSION" on the fifth package.

Each package of the proposal must be clearly labeled with the RFSP title, the bidder's name, and the wording: "SEALED PROPOSAL -- DO NOT OPEN."

Bidders shall clearly identify any information on the redacted version that is exempt from the disclosure requirement of the Illinois Freedom of Information Act (5 ILCS 140). Bidders must clearly mark "REDACTED VERSION" on top of the proposal. This redacted version may be released by ISBE. If ISBE receives a challenge for the release or disclosure of the information that has been redacted, then ISBE will notify the bidder of such challenge and it will be the bidder's obligation to defend the non-disclosure of the redacted information at its sole cost and expense. Failure of the bidder's defense for such non-disclosure will result in the release of such information. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of a proposal.

**Changes to the RFSP:** ISBE will post changes to the RFSP on the Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)). If ISBE issues any changes (including amendments or addenda) to this RFSP, then acknowledgement of receipt of these changes must be made to ISBE in writing, signed by an individual authorized to legally bind the bidder and submitted with the proposal in the package marked "CERTIFICATIONS". If changes to the RFSP are not acknowledged, then the bid could be considered non-responsive and rejected. Therefore bidders are advised to check the Illinois Procurement Bulletin before submitting their proposals.

**Opening of Proposals:** Proposals will be publicly opened at 10:00 a.m., on January 16, 2009, at the Illinois State Board of Education, 100 North First Street, Springfield, Illinois. The content of all proposals will remain confidential and the contents will not be shared with competing offerors.

**Bidders' Conference:** An online webinar will take place on December 18, 2008 at 10:00 a.m. CST. This online event will be broadcast with a hyperlink to [http://www.isbe.net/curriculum/html/vs\\_rsf\\_webinar.htm](http://www.isbe.net/curriculum/html/vs_rsf_webinar.htm), the webinar host site, and will be a voice-over Internet protocol (VOIP) with recording capabilities. After registering you will receive a confirmation email containing information about joining the Webinar. Questions and answers will be posted to [http://www.isbe.net/curriculum/pdf/vs\\_rfsp\\_qa.pdf](http://www.isbe.net/curriculum/pdf/vs_rfsp_qa.pdf), and will remain available until January 12, 2009. Bidders are advised to check this site before submitting their proposals.

Bidders are not required to participate in the webinar in order to submit a proposal. Should the conditions of this RFSP change as a result of the webinar, the State Board of Education will notify all recipients of the RFSP of the changes.

**Contact Person:** For more information on this RFSP, contact Tricia Leezer, Fiscal Services Division, at 217-785-8777 (voice) or 217-782-5727 (FAX) or [tleezer@isbe.net](mailto:tleezer@isbe.net) (e-mail). All questions regarding the background and scope should be put in writing. Questions will be accepted up to five (5) business days prior to the due date of the proposal.

**Protest Review Office:** All protests should be clearly labeled on the delivery envelope and addressed to: Division Administrator of Fiscal Services, 100 N. First Street, Springfield, Illinois 62777-0001.

**Disclaimer:** This RFSP does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received as a result of this RFSP. ISBE will be the sole judge as to whether a proposal has satisfactorily met the requirements of the RFSP.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarifying and assuring full understanding of and responsiveness to the solicitation requirements. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. Any further information disclosed about the RFSP during this process will be provided to all offerors.

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract. Upon a written inquiry and after a contract award, ISBE will release the winning contract and redacted version of the winner's proposal. If also requested, then ISBE will release the score of the winning contractor and the bidder's score.

The subject matter of this RFSP is subject to legislative changes at the state or federal level. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then (i) ISBE reserves the right to negotiate modifications to the successful bidder's proposal reflecting such legislative changes; and (ii) ISBE shall have no obligation to provide unsuccessful bidders with the opportunity to modify their proposals to reflect such legislative changes.

## Background

Since 2001, the Illinois State Board of Education, through various contracts and grants, has been providing high school students and their teachers with increased equity and access to high-quality educational opportunities through the Illinois Virtual High School (IVHS). The IVHS is a non-degree, non-credit granting program that offers supplemental online courses to all Illinois public, private and home-schooled students. It is a valuable means to ensure equity of opportunity to allow every student access to at least the high-quality instruction and courses required to meet the Illinois Learning Standards and for students to be eligible for college admission.

Designed to provide broaden educational options for students, the IVHS had three primary purposes:

- Assure equitable access to rich and varied learning opportunities for Illinois students, with emphasis on curricular areas needed to ensure that all students can meet the Illinois Learning Standards and succeed in higher education and the workplace;
- Expand high-quality professional development opportunities for Illinois teachers and other educators; and
- Support schools in integrating technology into teaching and learning.

The activity of the IVHS in the last two fiscal years is provided below.

	<b>FY 2006</b>	<b>FY 2007</b>	<b>FY 2008</b>
Number of High Schools Served	216	225	228
Number of Courses Offered	93	102	112
Number of Course Enrollments	2,739	2,943	4,314

The IVHS has been funded primarily with state funds. In addition, approximately \$500,000 is generated annually in course enrollment fees for the IVHS.

The purpose of this RFSP is to contract with a partnership to guide the transformation of the IVHS into the **Illinois Virtual School (IVS)**, building on the successes of the IVHS and taking advantage of the most current research and technology available. This school is intended to expand the number of traditional students served, expand the grade levels to include grades 5 through 8, operate in an “anywhere, anytime” mode, and serve nontraditional students (e.g., credit recovery, dual enrollment). The IVS will supplement and complement school districts’ efforts, rather than replace or compete with opportunities offered locally.

The IVS also will expand the professional development options available to Illinois teachers for certificate renewal purposes. The services to be provided will be based upon a needs assessment and planning conducted during FY 10.

The successful bidder under this RFSP will be responsible for the following three activities, each of which is explained more fully under “Scope of the Work” beginning on page 4:

1. administer the IVS, including the overall management, and delivery of online courses for students and professional development for educators, through the use of a learning management system web-based portal;
2. work with providers that have online courses (synchronous and/or asynchronous courses, with or without instruction) currently available that align to the Illinois Learning Standards (see <http://www.isbe.net/ils/Default.htm>) and other standards, as applicable, and ensure that

the coursework is accessible to public, private and home-schooled students beginning July 1, 2009; and

3. work with providers and ISBE regarding online courses (synchronous and/or asynchronous), with or without instruction) currently available that align with the Illinois professional education standards (see <http://www.isbe.net/profprep/standards.htm>) for educators as part of their required professional development activities. These online professional development opportunities would be provided pursuant to a needs assessment conducted in FY 10.

## **Scope of Work**

### **Overview**

In working with the IVS, school districts will provide appropriate technology for the students' use in accessing the online courses. Each school district will make decisions about the awarding of credit for students' successful completion of IVS courses. Each district will assign an educator(s) to work with the individual registered student for the duration of the online course in order to ensure registration, technical access and quality, material availability, open communication, and student support. It is expected that school districts will continue to pay a reasonable fee for a course. Parents and/or students will pay the cost of fees for any courses that are intended to meet personal needs rather than district requirements. Students taking courses to meet district requirements are claimed by the district for General State Aid purposes as if the students were attending the traditional on-site program of the district.

Usable equipment and materials (e.g., computers, servers and so on) purchased for IVHS or its contractors with state and federal funding and any revenue from student fees will be transferred to the successful bidder for IVS upon execution of the contract.

The successful bidder will be expected to contract with a web-based learning management system in order to deliver online courses for students and educators (see process for review later in the document). The Illinois Virtual School learning management system chosen will serve as a portal for web-based instruction, delivery, tracking, and managing online courses for students and professional development for educators.

The IVS learning management system shall manage professional development modules for distributing online professional development over the Internet and may offer online collaboration.

The learning management system chosen should be an existing, proven system capable of automated record-keeping and registration of students and educators for online courses and professional development, respectively. Additional dimensions that may be useful features for managing the IVS system include self-service (e.g., self-registration on instructor-led training); course/content workflow (e.g., user notification, manager approval, waitlist management); the provision of online assessment; management of continuous professional education; collaborative learning (e.g., application sharing, discussion threads); and teacher resource management (e.g., instructors, facilities, equipment).

## Required Activities

Each of the required activities of the contract listed under “Background” is described in more detail below. In addition, a table of deliverables for the activities begins on page 16.

### Activity 1: IVS Administration

The successful bidder will manage and deliver online courses for Illinois students in grades 5 through 12, as well as provide professional development that meets the needs of Illinois educators. This work will include contracting, after approval by ISBE, with a provider that has an appropriate web-based learning management system that will be used for the delivery of pre-packaged proprietary course content, IVHS-developed course content, any future IVS-developed course content, and other course content to be provided for professional development purposes. In addition, the successful bidder must ensure that it or any subcontractors hired maintain a reliable and accessible technical support system (e.g., 24/7 technical service) for use by schools, students and educators participating in the online opportunities.

Each bidder must address the following specifications in its proposal:

1. The IVS web-based learning management system must conform to the Accessibility for Persons with Disabilities as defined in the World Wide Web Consortium’s Web Content Accessibility Guidelines found at <http://www.w3.org/TR/WAI-WEBCONTENT/>.
2. The IVS web-based learning management system architecture must be existing, proven, fast, stable, secure and adaptable to emerging Internet technologies. It must include course development capabilities and accompanying support tools.
3. The IVS web-based learning management system must be a full feature gateway for online learning and include online registration and assessment functions. The bidder must indicate which features are included in its offer.
4. The bidder must identify and quantify all services that are included in the bid quote and specify and include costs for those services that are not included, but are optional and available.

When developing the proposal, the successful bidder will be expected to review existing hardware and software currently used by IVHS or any of its contractors, and incorporate any, as applicable, into the administration of the IVS.

Other administrative duties include:

- In consultation with ISBE, establishing an IVS advisory board (following a review of current membership of the IVHS Advisory Council), and in cooperation with ISBE, conducting semi-annual meetings of this board to advise broadly on virtual school issues in the state;
- Reporting to ISBE as requested concerning the IVS;
- Developing and implementing a comprehensive marketing plan to inform all Illinois schools of the online course offerings for students, professional development offerings for staff, and procedures for participation, as well as working with school districts to address known barriers for non-participating schools; and
- Developing an evaluation mechanism and timeline to assess student enrollment trends; professional development service trends; satisfaction levels of students, teachers and

participating schools; and quality of content provided. This effort can build upon the work and tools of the previous evaluations of IVHS.

## **Activity 2: Online Courses for Students**

Development of course content for IVHS has occurred over the years with several providers, some of which continue to serve under contract to provide pre-packaged online courses. In school year 2008-09, pre-packaged content developers included class.com, Apex Learning, Inc., and Monterey Institute for Technology and Education. Development of coursework will continue under this contract as needed but as a secondary priority to use of existing coursework and review of the existing coursework for alignment with the Illinois Learning Standards.

The successful bidder will be expected to work with any contractors that are still in the process of developing online courses for IVHS, as well as those providing a web-based learning management system, during the remainder of 2008-09. Starting in FY 10, the successful bidder will initiate a request for proposals process to enter into subcontracts with one or more vendors to provide online courses. Acceptable vendors will be those that have technological capabilities that are easily accessible for students, knowledge about IVS's current alignment of pre-packaged course content with applicable standards, and access to instructional personnel who are appropriately certified and qualified under the School Code and ISBE's administrative rules to teach their assigned courses, should instruction be included in the course delivery.

Under a subcontract approved by ISBE, the successful bidder also will hire an entity to conduct a content review, on a cyclical basis, of the existing Illinois courses and other courses used by IVS for students; this review will begin during the 2009-10 school year and continue thereafter. No course will be able to be used by IVS for more than three years without having undergone a review to ensure its alignment with the Illinois Learning Standards and, as applicable, other appropriate standards.

Additionally, ISBE hired teachers to provide the online courses. More than 50 Illinois certified teachers have been used to provide online instruction and help develop online courses. These teachers were identified from among Presidential-award winning or nominated math and science teachers; teachers certified by the National Board for Professional Teaching Standards; and nominees for Teacher of the Year, Golden Apple Award and Fulbright scholars. For IVHS-developed online courses, there are many qualified staff available in Illinois who could be employed by the contractor. Any Illinois individual employed as a teacher in the IVS must hold the appropriate Illinois teaching certificate and be qualified to teach his or her subject matter as well as have knowledge and skills specific to teaching online or through other technologies. Prospective teachers who are certified and highly qualified in their current state of residence outside Illinois must apply for a comparable Illinois certificate before being employed by IVS. In many cases, Illinois has reciprocity regarding teaching certificates with other states (see [http://www.isbe.net/certification/html/prospective\\_outofstate.htm](http://www.isbe.net/certification/html/prospective_outofstate.htm)). The bidder must identify in its proposal the teaching personnel that will be used to deliver the online courses, as appropriate.

The pre-packaged courses as selected under this contract (beginning in the 2009-10 school year and thereafter) and the current content as created by IVHS must remain online and available to students and schools until at least the end of the school year 2012-13. The IVS administrator through the web-based learning management system will serve as the registrar and guarantor of payment for all students officially enrolled in IVS.

The successful bidder must ensure that any pre-packaged course subcontractor(s) guarantee that any procured pre-packaged content/instruction will operate on contracted platform as packaged, or jointly agree to allow the contractor's contracted platform to adapt or modify the content/instruction for interface with and seamless operation on or through the platform.

Under IVS, all courses developed for this program are the intellectual property of the Illinois State Board of Education.

The successful bidder may select multiple vendors in order to meet the anticipated instructional needs of Illinois schools. Bidders may submit proposals on a per course basis and/or a course and instruction package (see below). Each bidder must address the following specifications in its proposal.

- To facilitate robust delivery of content material, IVS shall use the selected web-based learning management system. The selected system must have sufficient technology and capacity to operate the IVS for students and educators.
- All courses must align to the Illinois Learning Standards (see <http://www.isbe.state.il.us/ils/Default.htm>) for subject matter content, or other standards as applicable and to the International Society for Technical Education's National Education Technology Standards (NETS) (see <http://www.iste.org>) for online instruction and offer features necessary for compliance with The Americans with Disabilities Act (ADA)). For further information on ADA compliance, see Accessibility for Persons with Disabilities as defined in the World Wide Web Consortium's Web Content Accessibility Guidelines (<http://www.w3.org/TR/WAI-WEBCONTENT/>).
- Pre-packaged courses are sought across the range of the Illinois Learning Standards as well as to serve select populations (e.g., students who have dropped out of school; those seeking credit recovery; students with disabilities seeking online courses; students with scheduling difficulties; students using English as a second language seeking online courses; and career and technical education/information technologies programs). Bidders may choose to address any or all of these course offerings or selected populations with or without accompanying contractor-provided instruction. Bidders may also include core academic offerings that would be suitable as online courses for delivery in a summer session. Bidders may propose courses/content and instruction beginning in summer 2009 and continuing forward into and through school year 2009-10 until at least 2012-13.
- Bidders also must indicate the type of each proposed course; that is, whether the course is:
  - an asynchronous course with accompanying tools to be taught by an IVS representative, such as a school district employee (i.e., asynchronous course without accompanying instruction); **or**
  - an asynchronous course with accompanying tools to be taught by qualified educators working for an online course provider under contract to the contractor; **or**
  - a synchronous course with accompanying tools to be taught to students solely through a qualified educator working for an online course provider under contract to the contractor (i.e., synchronous course with accompanying instruction).

When developing course content, the successful bidder will be expected to review existing hardware and software currently used by IVHS or any of its contractors, and incorporate any, as applicable, into the provision of course development by IVS. Bidders should consider the



availability and usefulness of other statewide online programs and their applicability to the IVS. Technical assistance must be provided to users of the IVS, regarding online provider issues. The technical requirements for students to access the IVS should be reasonable.

### **Activity 3: Professional Development**

The successful bidder also will incorporate planning and implementation for professional development for Illinois educators. The intent of the professional development via IVS is to increase knowledge and skills of educators in a continuing education process (e.g., certificate renewal). The *No Child Left Behind Act* defines professional development in Title IX, Part A, Section 9101(34) (see <http://www.ed.gov/policy/elsec/leg/esea02/pg107.html#sec9101>). Subpart J of state rules governing Certification (23 Illinois Administrative Code 25, Subpart J) contain requirements for continuing professional development (see <http://www.isbe.net/rules/archive/pdfs/25ark.pdf>).

The plan will incorporate the use of the IVS web-based learning management system as outlined on pages 5 and 6.

The platform will be used to deliver available online professional development for educators as part of their required annual professional development activities. It also will be used to deliver online content as modules, such as those already available through Reading First Academies and the Response to Intervention initiative. The planning will commence with an assessment of the needs of educators regarding professional development opportunities and gaps, and how the identified gaps could be addressed with online course availability.

The successful bidder will be expected to review existing hardware and software currently used by IVHS or any of its contractors, and incorporate any, as applicable, into the provision of professional development by IVS. In addition, bidders should consider the availability and usefulness of other statewide online programs and their applicability to the IVS. Technical assistance must be provided to users of the IVS regarding online provider issues. The technical requirements for educators to access the IVS should be reasonable (either in a synchronous or asynchronous manner).

## **Proposal Format**

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

**Part I: Narrative Description** (Cost information must not be included within the narrative description.)

\_\_\_ **1. Cover Page:** Must be signed by the official authorized to submit the proposal.

Each cover page must contain the name, address, telephone and fax numbers, and e-mail address of bidder; name and telephone number of contact person; and Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

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

- the name and address of the parent company;
- name of the chief executive officer of the parent company;
- the parent company's website address;
- length of time the company has been in business;
- its annual sales for the most recently completed fiscal year (July 1 through June 30), as applicable;
- the number of full-time employees;
- the types and description of the business; and
- the parent company's FEIN.

\_\_\_ **2. Proposal Abstract:** Briefly describe the overall objectives and activities of the Illinois Virtual School.

\_\_\_ **3. Work Plan:** The work plan must address each item under "Requirements for Work Plan", beginning on page 11. Under each requirement, a bidder must describe how the work will be accomplished, including objectives, activities, and timelines. The information provided must give evidence of how the applicant will meet each contract specification.

\_\_\_ **4. Exceptions to the RFSP:** Each bidder must carefully review and understand the contractual terms and provisions set forth in Appendix A. The proposal must clearly identify suggested exceptions if any, to the contractual terms and provisions. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. ISBE is under no obligation to accept exceptions or modifications suggested by the bidder (or any third parties/subcontractors), and any exceptions or modifications will affect ISBE's evaluation of the proposal and may result in rejection.** If the bidder (or any third parties/subcontractors) does wish to suggest exceptions or modifications, then all such exceptions or modifications must be submitted with the proposal. Failure to resolve exceptions to the contractual terms within three (3) business days from ISBE's first contact with the bidder regarding the exceptions may preclude ISBE's further consideration of the bidder's proposal.

\_\_\_ **5. Contractor's Qualifications:** The proposal must include:

- A description of the contractor's organization;
- The qualifications and experience of the contractor and any staff assigned to the contract in performing work of a similar nature, as well as the qualifications and experience of the members of the partnership;
- A list of all contracts (including contract numbers) that the contractor has had with the Illinois State Board of Education during the past five years (do not include contracts with public entities such as ROEs, schools, etc.); and
- The names, addresses and telephone numbers of three business references from companies where similar services have been provided (these references should not be from Illinois State Board of Education employees or members of the Board). List the type of services performed and dates of service.

**Part II: Cost Proposal** (Narrative information must not be included within the cost proposal.)

\_\_\_ **1. Cover Page:** Must be signed by the official authorized to submit the proposal and must include the following:

- the name, address, telephone and fax numbers, and e-mail address of bidder;
- name and telephone number of contact person; and
- Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).

\_\_\_ **2. Budget:** Describe the expenditures for the entire contract period, displaying each deliverable separately. Indirect costs are not allowed. Each activity should be addressed separate from the other two activities, and a sum total displayed. The costs for all proposed services must be itemized by fiscal year. Additionally, a bidder may include costs for those services that are not included but are optional and available.

The budget format *used for each activity* must provide at least the following information:

- **Personnel costs:** Itemize the following for each category of personnel involved (management, professional, technical, and support):
  - estimated days of service,
  - dedicated full-time or part-time to the IVS,
  - rate per day, and
  - total cost per category and for all personnel.
- **Supplies and materials:** Itemize.
- **Travel:** Separate travel and per diem. Estimate the number of trips.
- **Production Costs:** Itemize.
- **Subcontracting information, if applicable:** Identify the vendors with whom the bidder will subcontract and how those vendors were selected or the process to be used to select vendors after contract award. The following information is required:
  - name(s) and address(es) of subcontractor(s);
  - need and purpose for subcontracting;
  - measurable and time-specific services to be provided;
  - associated costs, i.e., amounts to be paid under subcontracts;
  - Federal Employer Tax Identification Number for each subcontractor.
- **Other Costs:** Specify.
- **Total Costs.**

**Part III: Certification and Assurances (Attachments 1-9)**

Each bidder is required to submit one set of the following forms. These must be signed by the official authorized to submit the proposal and to bind the bidder to its contents, as applicable.

- Standard Certifications (Attachment 1)
- Disclosure of Conflict of Interest (Attachment 2)
- Department of Human Rights Public Contract Number (Attachment 3)
- Drug-Free Workplace (Attachment 4)
- Business Enterprise Program (Attachment 5)
- Disclosure of Business Operations with Government of Iran (Attachment 6)

- Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 7)
- Certification Regarding Debarment (Attachment 8)
- Certification Regarding Lobbying (Attachment 9)

### **Requirements for Work Plan**

Please respond to each of the following items in the order in which they are presented below, to include activities and timelines, where appropriate (not to exceed 15 pages double spaced, 12-point font). Address each activity separately.

#### **Activity 1: IVS Administration**

- a. Describe the overall plan for administering and operating the IVS, including the marketing plan; the process for the establishment of the advisory board and how it will be used; and procedures for billing, data analysis, and reporting.
- b. Describe in detail the web-based learning management system proposed to be used by the contractor, including the process to obtain same and ensure quality of same.
- c. Describe in detail the portal proposed to be used by the contractor, including the process to obtain same and ensure quality of same.
- d. Describe in detail the platform to be used, including its teaching tools, administration features, communication features, assessment capabilities, and reporting features, including the process to obtain same and ensure quality of service.
- e. Describe the technical and professional support services to be provided to end-users (students and teachers for course completion or professional development) and course developers, including average response time. Indicate whether this support is available 24 hours a day, seven days a week. If not, indicate when support personnel can be accessed. Include details about staffing levels, whether support staff are permanent or contractual employees, and where the support staff is housed (headquarters or other location). Describe how IVS students or staff calling in for assistance will be differentiated from other students and staff receiving company services.
- f. Describe the minimum technical equipment requirements for end-users at the point of local connectivity for both PC and Macintosh applications.

#### **Activity 2: Online Courses for Students**

- a. Briefly describe the content of the courses proposed to be offered through the IVS, including how they are aligned to the Illinois Learning Standards or other standards, as applicable.
- b. Describe a process for reviewing the coursework content currently available under the IVHS and/or other subcontracted online statewide programs or pre-packaged content provider, to determine alignment with the Illinois Learning Standards, and other standards as applicable, along with a timeline for the review. For those courses not

aligned with the standards, the review should specify what needs to be done to align with standards.

- c. Indicate whether any courses will be developed or offered for special populations or be made available during the summer.
- d. Identify the vendors with whom the bidder will subcontract and how those vendors were selected or the process to be used to select vendors after contract award. Specify any agreements the bidder may have with the content vendors for the purpose of course conversion in order to run proprietary content over its web-based learning management system. Describe how these agreements may benefit the IVS directly and/or assist the IVS in selecting compatible course offerings from third parties.
- e. Identify the teaching personnel that will be used to deliver the online courses, as appropriate, and the qualifications of each (e.g., certification held, subject area endorsements or qualifications).
- f. Describe any additional academic services that the bidder or any of its proposed subcontractors, if known, offers and how that will enhance the provision of services by the IVS.
- g. Describe the proposed technology support system for IVS.
- h. Describe the software associated with the proposed content and the structure of the bidder's or any of its proposed subcontractor's teaching platform.
- i. Describe the minimum hardware specifications and other technical requirements of the bidder which are necessary to access the proposed content at the end-user point of connectivity for both PC and Macintosh. Include a process to assess the usefulness of hardware and software currently used by the IVHS to the IVS program.
- j. Describe the process to be used to identify additional courses to be offered through IVS in future years, to include at least an assessment of the needs of schools and students and a review of the currently offered courses to determine if they continue to be relevant and appropriate for the program (e.g., their relationship to state and national standards, usefulness in meeting locally or state-determined graduation requirements).
- k. Describe the process to be used to determine the availability of other statewide online programs (e.g., available through community colleges) and to evaluate their usefulness and applicability to the IVS.

### **Activity 3: Professional Development**

- a. Describe how the needs of educators for continuing professional development will be determined during FY 10. Based on the needs identified and subsequent discussion with ISBE, address the process and criteria to be used for selecting online course providers for the provision of professional development to Illinois educators that will enable them to meet those continuing professional development requirements.

- b. Address how to incorporate professional development modules currently available from ISBE into the training (e.g., Reading First Academies, Response to Intervention and Curriculum Revitalization).
- c. Include a process to assess the usefulness of hardware and software currently used by the IVHS which could subsequently be used by the IVS.
- d. Describe the process to be used to determine the availability of other statewide online programs and to evaluate their usefulness and applicability to the IVS.

## **Criteria for Review and Approval of Proposals**

Each narrative description of all proposals received will be evaluated and ranked independently of each cost proposal of all proposals received. The Illinois State Board of Education may require offerors to give oral presentations or demonstrations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. The bidder and any proposed subcontractor must provide access instructions that will enable the proposal review committee of the IVS to review the web-based learning management system during the time-limited review process. Additional clarification may be requested from bidders as needed during the proposal review process.

The review criteria for each activity are listed below. Total possible points for the proposals will be 1000 (i.e., 300 points per activity and 100 points for cost proposal).

### **Activity 1 -- Criteria for Narrative Description**

- 1. The overall plan addresses all aspects of the Illinois Virtual School, demonstrating capacity to grow beyond the traditional high school students currently served to those in other grade levels, non-traditional students and new schools and districts. **(120 points)**
- 2. The proposed web-based learning management system is compliant with required standards and is of sufficient quality and possesses adequate features and tools to meet the online instructional purposes of the Illinois Virtual School. **(40 points)**
- 3. The organizational capacity of the contractor and staff proposed to work on the Illinois Virtual School is sufficient to respond effectively and efficiently to the administrative, training, and instructional needs of the end-users of the IVS. **(120 points)**
- 4. The technical support procedures proposed will enable users to receive high-quality assistance in a consistent and timely manner, without hampering their ability to continue or complete coursework and reports. **(20 points)**

### **Activity 2 -- Criteria for Narrative Description**

- 1. The proposed content is of sufficient quality to have a high likelihood of being relevant to and appropriate for the Illinois Virtual School and the students likely to enroll, and is aligned to the Illinois Learning Standards or other standards, as applicable. **(120 points)**

2. The organizational capacity of the contractor and staff proposed to work on the Illinois Virtual School is sufficient to respond effectively and efficiently to the curricular needs of the students and teachers using the IVS. **(80 points)**
3. The technical support procedures proposed will enable users to receive high-quality assistance in a timely manner, without hampering their ability to continue or complete coursework. **(60 points)**
4. The proposed content has desirable tools and features necessary to support the course delivery through the IVS teaching platform. **(40 points)**

### **Activity 3 -- Criteria for Narrative Description**

1. The overall plan adequately addresses all aspects of potential professional development for Illinois educators to be offered through the Illinois Virtual School, including detailed descriptions of the processes, procedures and timeline to be used to assess professional development needs of Illinois educators. An effective plan is included for identifying the availability and usefulness of other statewide online programs and their applicability to the IVS and includes a timeline for using any, some or all of the other programs as part of the IVS. **(150 points)**
2. The proposed web-based learning management system is of sufficient quality and possesses adequate features and tools to meet the online professional development needs of Illinois educators. **(50 points)**
3. The organizational capacity of the contractor and staff proposed to work on professional development through the Illinois Virtual School is sufficient to respond effectively and efficiently to the needs of Illinois educators. **(50 points)**
4. The technical support procedures proposed will enable Illinois educators to receive high-quality assistance with their professional development in a consistent and timely manner, without hampering their ability to continue or complete coursework. **(50 points)**

### **Part II: Criteria for Cost Proposal**

The budget proposal appears to be cost-effective and is reasonable for carrying out each of the required activities, in each fiscal year, and sufficient for the applicant to successfully provide the online courses and effectively manage the IVS system:

1. Activity 1 (34 points)
2. Activity 2 (33 points)
3. Activity 3 (33 points)

## SCHEDULE OF DELIVERABLES

Activities	Completion Dates
<p><b><u>Activity 1. Administration.</u></b>            Contractor will manage online courses for students as well as professional development for educators. This work will include contracting with a provider which has an appropriate web-based learning management system to be used for the delivery of online content.</p>	
Submit weekly reports during the transition period. Submit quarterly reports after the transition period and thereafter.	3/01/09 – 6/30/09; ongoing
Review existing hardware and software currently used by IVHS or any of its contractors, and incorporate any, as applicable, into the administration of the IVS. Inform ISBE of results of the review.	By 4/01/09
Have contract(s) in place with subcontractor(s) for web-based learning management system for ISBE review and action.	By 6/01/09
Review current membership of IVHS Advisory Board; recommend those members or others for IVS advisory board for appointment by ISBE. Prepare and share agendas for same; minutes of same; reports if any from same.	By 7/01/09; ongoing
Prepare draft comprehensive marketing plans. Finalize in concert with ISBE, including timeline and costs.	By 9/01/09
Develop process for working with school districts to address known barriers for non-participating schools, and make recommendations for action at the local and state level to expand student enrollment.	By 9/01/09
Create an evaluation mechanism and lay out a timeline to assess student enrollment trends, professional development service trends, student satisfaction participating school satisfaction, and quality of content provided. This mechanism should build upon earlier evaluations, preferably considering the work and tools used in prior evaluations of IVHS.	By 9/01/09
<p><b><u>Activity 2. Online Courses for Students.</u></b>            Development of courses will continue under this contract as needed but as a secondary priority to the use of existing courses and review of the existing courses for alignment with Illinois Learning Standards.</p>	
Initiate a request for proposals process to enter into subcontracts with one or more vendors to provide online courses for students. Identify which subcontractors can ensure online courses for students in grades 5-12, identifying specifically which ones will best serve the nontraditional populations. Commence contract and courses.	Initiate by 4/01/09; courses to begin by 7/01/09
Develop an assurance process whereby subcontractors providing pre-packaged courses will attest to alignment with Illinois Learning Standards, and the International Society for Technical Education's National Education Technology Standards (NETS) for online learning, within three years, and report on same to ISBE.	Develop process by 6/01/09; all contractors use thereafter
Institute billing process for online coursework provided through IVS.	By 6/01/09
Proposed content review rubric and subcontractor to review online courses, and establish a timeline for ongoing review. On a quarterly basis, report which courses have been reviewed, action needed, and courses planned for review for the next quarter.	By 7/01/09; reviews start 9/01/09



## SCHEDULE OF DELIVERABLES

<b>Activity 3.</b>	
<b>Professional Development for Educators.</b> The platform will be used to deliver available online professional development for educators as part of their required annual professional development activities. The contractor will incorporate planning and implementation for professional development for Illinois educators. The plan will incorporate the use of the web-based learning management system, described on pages 5 and 6.	
Review existing hardware and software currently used by IVHS or any of its contractors, and incorporate any, as applicable, into the provision of professional development online by IVS. Inform ISBE of results of the review.	By 5/01/09
Consider available ISBE or other state modules for professional development. Report to ISBE on plan and timeline to use same on IVS.	By 8/01/09
Institute a process for ongoing dialogue with ISBE and key partners at the state level regarding online provision of professional development.	By 9/01/09
Outline process, procedures and timeline to assess professional development needs of Illinois educators. After ISBE review and approval, commence needs assessment and analyze results.	Begin by 10/01/09; analyze results by 4/01/10
Outline a plan to identify the availability and usefulness of other statewide online programs and their applicability to the IVS. Identify timeline for using any, some or all of the other programs as part of the IVS.	By 12/01/09
Outline plan to ensure that technical assistance and professional support services must be provided 24/7 to users of the IVS regarding online provider issues.	By 4/01/10
Implement plan for providing, or entering into a subcontract to provide professional development as determined through needs assessment and ongoing dialogue.	By 4/01/10
Institute billing process for online coursework provided through IVS in order to break even with costs.	By 4/01/10
Institute evaluation system regarding upcoming professional development offerings through IVS.	By 6/01/10

## Contractual Terms and Provisions

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

1. **Definitions.** The following definitions shall apply to the contractual terms and provisions set forth below:
  - "Agreement" shall mean and refer to the contract entered into between ISBE and the Contractor for the performance of the Services. The Agreement shall include, without limitation, the terms set forth in this Appendix to the RFSP.
  - "Confidential Information" is defined in Section 7 below.
  - "Contractor" shall mean and refer to the contractor selected through this RFSP.
  - "Cost Proposal" shall mean and refer to the cost proposal approved by ISBE for inclusion in the Agreement, based upon the cost proposal submitted by the Contractor in accordance with the RFSP.
  - "Custom Work Product" is defined in Section 6 below.
  - "Embedded Software" is defined in Section 6 below.
  - "ISBE" shall mean and refer to the Illinois State Board of Education.
  - "Laws" is defined in Section 15 below.
  - "Parties" shall mean and refer to the Contractor and ISBE. "Party" shall mean and refer to either the Contractor or ISBE.
  - "Proposal" shall mean and refer to the proposal approved by ISBE for inclusion in the Agreement, based upon the proposal submitted by the Contractor in accordance with the RFSP.
  - "Services" shall mean and refer to the services and requirements to be performed by the Contractor in accordance with the Proposal.
  - "Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than March 2, 2009) through June 30, 2010, subject to earlier termination as provided in the Agreement.
  
2. **Performance of the Services.** The Contractor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the Schedule of Deliverables set forth in the Proposal. The Contractor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an

independent contractor. Neither the Contractor nor its personnel or subcontractors by virtue of this contract shall be considered agents or employees of ISBE or the State.

3. **Post-Performance Review and Final Payment.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the agreement. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.**
  - **Designation of Subcontractors.** If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
    - name(s) and address(es) of subcontractor(s);
    - need and purpose for subcontracting;
    - measurable and time-specific services to be provided;
    - associated costs, i.e., amounts to be paid under subcontracts; and
    - Federal Employer Tax Identification Number for each subcontractor.
  - **Subcontractor Requirements.** By appropriate prior written agreement, the Contractor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs or expenses resulting from such acts or omissions. Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments. Each subcontract agreement for a portion of the Services shall contain a provision specifically identifying ISBE as a third party beneficiary of such subcontract.
5. **Reporting.** During the term of the contract, the Contractor will provide quarterly progress reports, due to ISBE on the 1<sup>st</sup> of March, June, September and December, and as requested by ISBE. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment, together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

## 6. Rights to Work Product.

- Definitions.
  - "Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation and the like) and other data, materials and products created by the Contractor on behalf of ISBE and in furtherance of the Services.
  - "Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.
  - "Generic Components" means the software/programming tools developed generally by the Contractor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder, and (b) can be used completely free of the Custom Work Product Content and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.
- Ownership of Custom Work Product. ISBE shall own all rights, title and interest to any Custom Work Product. All course content developed for Illinois or modified for Illinois use is the intellectual property of the Illinois State Board of Education. The Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Custom Work Product, including all related intellectual property rights.
- License to Embedded Software. Except as otherwise specifically set forth in the Proposal, (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded Software, and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose. Any use of embedded software must have the prior written approval of ISBE.
- Ownership of Generic Components. ISBE shall own all rights, title and interest to any Generic Components to the Custom Work Product. The Contractor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Generic Components, including all related intellectual property rights.

**7. Confidential Information.**

- Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.
- Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- Student Records. The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

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

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

**9. Default and Termination.**

- Termination for Convenience: ISBE may terminate this Agreement upon thirty (30) days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore. ISBE

shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, and may, at its election, procure such work as may be necessary to complete the Services from other contractors.

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

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of \$6,250.00 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISBE. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of

damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISBE from claiming damages for subsequent failures to meet the time schedule.

- 10. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.
- 11. Insurance** (*for non-government entities only*). The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:
- a) A broad form Commercial General Liability Insurance policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
  - b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
  - c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease.
  - d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors,

omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

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

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

  - ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE: (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
  - Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.
- 13. Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.
- 14. Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services, and by the



subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

15. **Compliance With Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.
16. **Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
17. **No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
18. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
19. **Stevens Amendment.** Federal and state funds may be used to support this contract. Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (known as the "Stevens Amendment") due to the potential use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.

## STANDARD CERTIFICATIONS

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

### 1. Legal Ability to Contract

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

- a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
- b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.
- c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).
- d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- e) Contractor, if an individual, will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4).
- f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).
- g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.
- h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).

- i) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- j) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- k) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- l) Contractor 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.
- m) Contractor certifies in accordance with Public Act 93-0575 (30 ILCS 500/50-14) that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
- n) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State Contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a state Contract (30 ILCS 500/50-25).
- o) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- p) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
- q) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- r) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

- s) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- t) The contractor certifies in accordance with (30 ILSCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).
- u) 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 of Illinois or any State agency until the violation is mitigated."
- v) Vendor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).
- w) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

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

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

- a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age,

physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.
- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**3. Ownership Disclosure (30 ILCS 500/50-35)**

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

Privately held Corporations with more than 400 Shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code. Vendor may skip Section 3 of this form but must complete the Disclosure of Conflict of Interest Form.

Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

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

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

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

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

---

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## DISCLOSURE OF CONFLICT OF INTEREST

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

### Section 50-13. Conflicts of interest.

- (a) **Prohibition.** It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$106,447.20), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.
- (c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$354,824.00), 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.**
  - (1) **Public aid payments.** This Section does not apply to payments made for a public aid recipient.
  - (2) **Teaching.** This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
  - (3) **Ministerial duties.** This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made

by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

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

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

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

**If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures 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.**

CHECK ONE:

\_\_\_\_\_ No Conflict of Interest.

\_\_\_\_\_ Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual.

This disclosure is submitted on behalf of

\_\_\_\_\_  
(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-106) If you employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed proposal for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): \_\_\_\_\_

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

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

**NOTICE: 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 by completing the required form.**

Proposal forms may be obtained by:

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

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). The Drug-Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

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

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this certification on behalf of the designated organization.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Printed Name and Title of Contractor's Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Representative*

**Typist: Press the "F11" key to jump to the next field**

**Business Enterprise Program**

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

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

---

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

If "Yes," check each that applies:

**Category:**

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

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

**Certifying Agency:**

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 Cost Proposal, and the names of the BEP certified vendors you plan to use.

**Disclosure of Business Operations with Government of Iran  
30 ILCS 500/50-36**

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

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

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

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

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

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



**ILLINOIS STATE BOARD OF EDUCATION**

Fiscal & Procurement Services  
100 North First Street, W-380  
Springfield, Illinois 62777-0001

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

NAME (As shown on your income tax return)

BUSINESS NAME (If different from above)

Check appropriate box	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Governmental	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Tax Exempt
	<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonresident Alien	<input type="checkbox"/> Other
	<input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services			
	<input type="checkbox"/> Limited Liability (D=disregarded entity, C=corporation, P=partnership)			

ADDRESS (Number, Street, and Apt. or Suite Number)                      CITY                      STATE                      ZIP CODE

**Part I – Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).

Social Security Number/Employer ID No.

**Part II – Certification**

Under penalties of perjury, 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. citizen or other U.S. person.

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

- |   |  |
|---|--|
| <p>a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.).</p> <p>b) VENDOR is not in default on an education loan (5 ILCS 385/3).</p> <p>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 with out 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).</p> <p>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).</p> <p>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).</p> <p>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 year 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).</p> <p>g) 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 (30ILCS 500/50-60).</p> <p>h) 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 500-12) and acknowledges that failure to comply can result in the contract being declared void.</p> <p>i) 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.</p> | <p>This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.</p> <p>j) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).</p> <p>k) VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p> <p>l) 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).</p> <p>m) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, 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).</p> <p>n) 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> <p>o) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any Sate or of the United States ((720 ILCS 5/33E-3, 5/33E-4)).</p> <p>p) 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).</p> <p>q) 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).</p> <p>r) 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 (PA 93-0307).</p> <p>s) 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 (PA 94-0264).</p> |
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TELEPHONE NUMBER (Include Area Code)

NAME (Please Print: First, Middle, Last)

TITLE

Date

Signature



## ILLINOIS STATE BOARD OF EDUCATION

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

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

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

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

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

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*Organization Name*

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*PR/Award Number or Project Name*

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*Name and Title of Authorized Representative*

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*Signature*

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*Date*

**Instructions for Certification**

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

ILLINOIS STATE BOARD OF EDUCATION

Certification Regarding Lobbying

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

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

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

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*Organization Name*

\_\_\_\_\_  
*PR/Award (or Application) Number or Project Name*

\_\_\_\_\_  
*Name and Title of Authorized Representative*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

