

STATE OF ILLINOIS

SOLICITATION DOCUMENT

(IWIN Mobile Data Software Refresh / REF #10-46069)

The Illinois Department of Central Management Services (AGENCY) is requesting Offers (bids / proposals) from responsible Vendors to meet the State's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

- | | |
|-------------------------------------|--|
| ☐ | Invitation for Bids |
| ☒ | Request for Proposals |
| ☐ | Request for Proposals (Professional and Artistic Services) |

Brief Description: **Illinois Wireless Information Network (IWIN) Next Generation Application**

The Department of Central Management Services (CMS), Bureau of Communication and Computer Services (BCCS) has initiated a project to refresh the current IWIN client/server application.

BCCS is mandated to provide competitive statewide technology services to accommodate the needs of State agencies, boards and commissions and other constituents including local governments, public safety agencies, schools, libraries and hospitals. BCCS owns and manages the Illinois Wireless Information Network (IWIN) through a unique contractual partnership between the State of Illinois, a cellular services vendor, and an application vendor. The Network's purpose is to provide a fast, reliable and secure wide area data network to Federal, State, County and local government wireless users within Illinois who require mobile communications. The largest use of IWIN is by the law enforcement community. With well over 5,000 units and 12,000 users spanning more than 400 communities, IWIN has grown to become one of the largest mobile data networks in the country.

The current IWIN solution enables public safety entities to achieve greater capabilities and efficiency during field operations, improved management effectiveness and secure interagency communications. Using IWIN as a means of communication reduces radio channel congestion and enhances personal safety. The solution is used throughout the State of Illinois providing car-to-car messaging, access to the Law Enforcement Agency Data Service (LEADS), 3270/5250, paging, intranet, mapping, reports and third party applications.

The IWIN solution allows state and local government agencies to access a variety of mission critical database applications from virtually anywhere in Illinois. The law enforcement community utilizes IWIN to gain access to the Law Enforcement Agency Data Service (LEADS), National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS) and Secretary of State Databases.

The solicitation package consists of two parts:

Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS: Part A consists of the following sections:

- | | |
|-----------|---|
| SECTION 1 | INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION |
| SECTION 2 | HOW WE WILL EVALUATE OFFERS |
| SECTION 3 | SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK |

These sections provide information necessary for submitting an Offer (a bid or proposal), set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

Part B OFFER RESPONSE FORMS: Part B consists of the following sections:

- | | |
|-----------|----------------------------|
| SECTION 4 | OFFER TO STATE OF ILLINOIS |
| SECTION 5 | RESPONSIBILITY FORMS |
| SECTION 6 | RESPONSIVENESS |
| SECTION 7 | PRICE |
| SECTION 8 | CONTRACT |

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the State of Illinois will be referred to as "State", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

Public Act 95-971 contains new registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See www.purchase.state.il.us for additional information.

NON-DISCRIMINATION POLICY *In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.*

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

1.0 PROJECT CONTACT: If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the State.

Tiffany Power
IL Department of Central Management Services
401 S. Spring
Springfield, IL 62706

Phone: 217-557-8250
Fax: 217-782-5187
TDD: 217-782-6600
E-mail: tiffany.power@illinois.gov

1.1 VENDOR CONFERENCE / SITE VISIT: ☒ Yes ☐ No
Date and Time: December 1, 2009 1:30 – 4:30 CST

Mandatory Attendance: ☒ Yes ☐ No
Location: 130 W. Mason Street, Springfield IL 62702

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

1.2 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: Due Date: 01/11/2010 Time: 1:00PM Local time

DELIVER OFFERS TO:
CMS BOSSAP
Attn: Shirley Webb
Stratton Office Bldg.
401 S. Spring Street, Room 405
Springfield, IL 62706

LABEL OUTSIDE OF ENVELOPE / CONTAINER:
IWIN Mobile Data Software Refresh / REF #10-46069
January 11, 2010 1:00PM Local time
Vendor Name & Address

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

1.3 NUMBER OF COPIES: You must submit a signed original and 5 copies of the Offer in a sealed container. In addition, you must submit 1 copy on CD in Microsoft Word (proposal) and Microsoft Excel (evaluation tables). If this is an RFP of either type you must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. If Minority, Female, and Person with Disability Subcontracting is marked "YES", you must also submit one (1) original and one (1) copy of your Utilization Plan in a separate sealed envelope within your Offer container.

In accordance with Public Act 95-971, if you do not submit the State Board of Elections Registration Certificate as required, your bid / proposal will be disqualified.

1.4 OFFER FIRM TIME: Your Offer must remain firm for 120 days from opening.

1.5 SECURITY: Bid Bond \$ N/A Performance Bond \$ N/A. You must submit the Bid Bond with the Offer and the Performance Bond within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to us.

1.6 PROTEST REVIEW OFFICE:
CENTRAL MANAGEMENT SERVICES
Attn: Protest Review Office
Stratton Office Bldg.
401 S. Spring Street, Room 720
Springfield, IL 62706

Ph: 217-782-9669
Fax: 217-558-2697
TDD: 217-785-4115

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

1.7 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm.

1.8 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING: ☒ Yes ☐ No. If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, **you must submit an original and 1 copy of the Utilization Plan and Letter of Intent, sealed separately within the offer container.** Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at Susan.Hartman@illinois.gov or (312) 814-2200. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.

1.9 PUBLIC CONTRACTS NUMBER: (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

1.10 OUT OF STATE COMPANIES: Non-Illinois Vendors must contact the Illinois Secretary of State (217-782-1834) regarding a Certificate of Authority to Transact Business in Illinois (805 ILCS 5/13). Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html.

1.11 ILLINOIS PROCUREMENT BULLETIN (Bulletin): We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.

1.12 AWARD: We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.14 RESERVATIONS: You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

1.15 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

1.16 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit you must report to the Dept. of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July–June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).

SECTION 2 - HOW WE WILL EVALUATE OFFERS

2.0 OFFER RESPONSE FORMS: We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

2.1 EVALUATION CATEGORIES: We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

2.1.1 ADMINISTRATIVE COMPLIANCE: We will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business. Factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. You must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

2.1.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement.

Diagram A provides a high-level design of the current IWIN topology, complete with the IWIN components.

2.1.4 PRICE: We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.

2.2 AWARD: We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the best value as shown by the combination of Responsiveness and Price.

We will determine how well Offers meet the Responsiveness requirements. We will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

If we do not consider the Price to be fair and reasonable and we cannot negotiate to an acceptable Price, we reserve the right to cancel the award and take appropriate action to meet our needs. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

2.2.1 The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 600.

2.2.2 The total number of points for Price is 400. We will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$

2.2.3 The maximum number of points is 1000 (Responsiveness 600 + Price 400).

Elements	Points
Vendor Narrative	10
End User Client/User Interface	240
Server	175
Services/Support	95
Training	30
Implementation	50

SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

3.1 AGENCY'S NEED FOR SUPPLIES / SERVICES

The Illinois Department of Central Management Services (CMS) seeks to execute a contract with a single vendor for the purchase of services, software and maintenance to support the Illinois Wireless Information Network (IWIN) solution.

3.2 SUPPLIES AND/OR SERVICES REQUIRED

Software Specifications (End User Client/ User Interface)

The following requirements will be considered in the Next Generation IWIN end user client functionality:

- User Identification and Interface Usability
- Type-Ahead Functionality
- Text-to-Human Voice
- Mobile Device Compatibility
- Speech Recognition
- Onboard Help Functionality
- Software Distribution and Updates
- User Access Rights
- Messaging Capability – (car-to-car messaging)
- AVL Capability- GPS mapping
- Client Record Storage
- Search Capabilities
- Reference Materials
- Emerging Technologies
- Federal Compliance

Software Specifications (Server)

The following requirements will be considered in the Next Generation IWIN Server infrastructure and configuration:

- SMTP
- AVL Capability and GPS Support
- User Connection Handling
- Computer Aided Dispatch (CAD) Support
- Federal and State Compliance
- Onboard Help Functionality
- Compatibility Testing
- System Administration
- Key Word Configurable
- Inactivity Timer
- Data Compression
- Connectivity Persistence
- Operating System Compatibility
- Security

Services and Support

IWIN is a highly critical service that is heavily relied upon by public safety organizations throughout the State of Illinois. As such, the State is seeking vendor responses that demonstrate the ability to provide a variety of service and support options of which the State may choose to procure. Services and support include:

- Account Management
- Ordering and Provisioning
- Help Desk, Trouble Repair and Handling
- Service Reporting

Training

As with any new technology or application training will be necessary for various skill levels. The State is seeking vendor responses which demonstrate the ability to provide in-state training for all applicable personnel (e.g., end users, supervisors, system administrators, etc.)

3.3 MILESTONES AND DELIVERABLES

The Department anticipates the implementation of the selected solution to take no more than nine (9) months from project start date. Training for the new solution is expected to be complete within three (3) months of project start date.

3.4 REPORTING, STATUS AND MONITORING

3.4.1 At the State's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.

3.4.2 Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

3.4.3 During the implementation and training phases, BCCS will require weekly status reports specific to the number of users trained and scheduled training activities, and the number of implementations complete, underway, scheduled, not scheduled.

3.5 VENDOR AND STAFF REQUIREMENTS

3.5.1 Vendor requirements are identified in Section 6.0.

3.5.2 Subcontractor Disclosure. Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify in Section 7.7 the names and addresses of all subcontractors you will be using in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. We may request updated information at any time.

3.5.3 References: You must provide a minimum of 2 references from established private firms or government agencies, (one of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms.

3.6 WHERE SERVICES ARE TO BE PERFORMED

3.6.1 The Illinois Wireless Information Network (IWIN) infrastructure is located throughout the State. The IWIN system is centrally hosted in Springfield, IL. The location at which services will be performed will be determined based on the winning proposal and the scope of implementing the new solution.

3.6.2 Work Location Disclosure: Vendor shall disclose in Section 7.8 the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

3.7 OTHER SPECIFICATIONS

3.7.1 The current Vendor's employees who perform the services under the current contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must:

(a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. By submitting a bid or Offer to us you are certifying you will comply with this law.

3.7.2 As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

3.8 TERM OF CONTRACT

The resulting contract(s) will commence upon the last dated signature of the Parties or a term of 60 months.

3.9 RENEWAL

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

The State reserves the right to renew for a total of 5 years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

End of Instructions

SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # IWIN Mobile Data Software Refresh / REF #10-46069

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

We have:

☐ Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

☐ Signed on the space(s) provided.

Acknowledgment of Amendments

☐ We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

Offer Response Forms. Accompanying and as part of this Offer you will find:

For all Offers

- ☐ Bid Security, if required
- ☐ Designated number of copies
- ☐ Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.
- ☐ Completed Responsibility Forms packet
 - Business and Directory Information
 - Conflict of Interest Disclosures
 - Completed and Signed Taxpayer Identification Number form
- ☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required
- ☐ References, if required
- ☐ Political Contributions - **We have made the certification required by Public Act 95-971, and attached the State Board of Elections certificate of registration as required.**

For IFBs

- ☐ Completed and signed Contract

For RFPs

- ☐ Response to Statement of Work/Specifications/Qualifications and Price sections completed and submitted in separate sealed envelopes in the Offer package.

Exceptions. In preparing the Offer we have taken (check one)

- ☐ No Exceptions
- ☐ Exceptions to the State's language or requirements in the following sections of the Offer:
 - ☐ Contract
 - ☐ Responsibility forms

Details of the exceptions are shown (check one)

- ☐ in the text of each section of the Offer
- ☐ on a separate labeled attachment

Domestic Products (check one)

- ☐ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- ☐ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517). After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:
- ☐ All products
- ☐ The following individual products (show line item if applicable)
- _____
- _____

Request for Confidential Treatment (check one)

☐ We are not requesting confidential treatment for this Offer.

☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

Protests and Negotiations

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

SECTION 5 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the State and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Business and Directory Information

Conflict of Interest Disclosures

Minority, Female, Person with Disability Status and Subcontracting

Political Contributions

Complete and sign the:

Taxpayer Identification Form

Attach references, if required

You must include all of this as part of your Offer or risk disqualification.

Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.
- (o) Department of Human Rights (DHR) Public Contract Number
If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # _____ or attach proof of application.

(p) Information Regarding Debarment, Litigation and Terminations

1. During the last five (5) years has any order, judgment or decree of any Federal or State authority been issued barring, suspending or otherwise limiting your right to contract with any governmental entity, including school districts, or to engage in any business practice or activity?

Yes____ No____

2. Is there any current, pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect your ability to perform the required services.

Yes____ No____

3. During the last five (5) years has any customer terminated a contract for cause or accepted damages in lieu of for cause termination?

Yes____ No____

(q) Disclosure of Business Operations with 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:

____ There are no business operations that must be disclosed to comply with the above cited law.

____ The following business operations are disclosed to comply with the above cited law:

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35).

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.

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

Name of Vendor: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-13 Conflicts of Interest

All Vendors must complete this section regardless of the dollar value of the contract or method of procurement. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(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 1/2% 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.

Check One:

_____ No Conflicts Of Interest

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

Section 2: Disclosure of Financial Interest in the Vendor.

This applies to all contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Vendors must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds \$10,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

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

(a-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 400 shareholders

(b-1) These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1) and (c-2), as appropriate.

(c-1) For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use separate forms for each individual.

Does Ownership exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Ownership value exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____
Does Distributive Income Share exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Distributive Income Share exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____
How is this interest held?				

Type of ownership/distributable income share:

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

Name: _____

Address: _____

*For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (Dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

(c-2) In relation to individuals identified in c-1 above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 above, mark not applicable (n/a) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 3: Current and Pending Contracts

Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise Program 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.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of **25%** based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program.

If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**

Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

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

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

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

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

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

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

7) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

1) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

(b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

(c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

(f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

1) The Utilization Plan may not be amended without the Agency's prior written approval.

2) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

3) Substitutions of a certified vendor shall be permitted under the following circumstances:

- (a) Unavailability after receipt of reasonable notice to proceed;
- (b) Failure of performance;
- (c) Financial incapacity;
- (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
- (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
- (g) The certified vendor's withdrawal of its bid or proposal; or
- (h) Decertification of the certified vendor.

4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

5) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

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

UTILIZATION PLAN

_____ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for _____. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

Vendor's person responsible for compliance:

Name: _____

Title: _____

Telephone: (____) _____ extension _____

Email: _____

We submit one (1) of the following statements:

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

Section I
Utilization of Certified Vendors

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

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

1) The proposed certified vendor's company name, address and phone number:

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

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

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

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

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

A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

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

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

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

Section II A

Good Faith Efforts Checklist

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

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

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

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

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

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

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

Section II B

Good Faith Efforts Contacts Log for Soliciting

BEP Sub-consultant, Subcontractor or Supplier Participation

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

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

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Name of Certified Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum ☐ Hourly Rate ☐ Unit Price

Period of Performance: _____ Proposed Subcontract Amount \$ _____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

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

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

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

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 200 _____.

Subscribed and sworn before me this
_____ day of _____, 200 _____.

Notary Public

Notary Public

My Commission expires: _____

My Commission expires: _____

Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, www.elections.il.gov. Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971, check the following certification that applies to you:

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

or

☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. **Note: a copy of the stamped certificate of registration must be submitted as part of your Offer.**

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

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

Signature: _____

Date: _____

SECTION 6 - RESPONSIVENESS

For this solicitation, you will need to respond to each of the points identified in Section 3 of the Solicitation. You must follow the format shown or referenced below. You may respond freeform provided you address all the points, numbering each point as found below and addressing them in the order they appear.

Review the skill sets listed below. Acknowledge the vendor meets the requirement by checking "Met", and describe how the vendor meets the requirement in the Vendor Narrative field. Attach additional pages if necessary.

If any mandatory requirement is not met, or requested information is not provided, the entire bid will be disqualified for award. If all responding vendors fail to meet a particular mandatory, that mandatory may, at the sole discretion of the State, be removed so the evaluation process may continue.

Desirable Requirements: The following desirable requirements represent those that will be evaluated and scored. Vendors must complete the "Vendor Narrative" section to explain how they meet the requirement or provide requested information elsewhere and include references to documentation that provides additional detail. **Pricing information must NOT be included in requested information matrix.** The table may be recreated and/or enlarged to fit your responses. Recreated tables must contain all requirements in the same order as the original.

Vendor Overview

Desirable Specification
D-1: Provide an overview of your organization including but not limited to company history, focus, etc.
Vendor Narrative:

Software Specifications - End User Client/ User Interface

User Identification and Interface Usability – The solution must accommodate unique user identification and customization needs with personal settings which take effect upon specific user login. This includes functionality such as display of the user's full name and vehicle number within the messaging summary window and address book, user interface customization including font size, icon size and contrasting colors. The State is also looking for the ability to have client software work with touch screen devices.

Mandatory Specification	☐ Met
M-1: Vendor agrees to meet the State's needs as articulated in the narrative above.	☐ Not Met
Vendor Narrative:	

Desirable Specification
D-2: Describe how you would meet User Identification and Interface Usability needs.
Vendor Narrative:

Desirable Specification
D-3: Describe how the user will be able to tailor the interface for optimal readability.
Vendor Narrative:

Type-Ahead Functionality – The solution must include the benefits of type-ahead functionality in areas such as the LEADS module and address book.

Mandatory Specification	☐ Met
M-2: Vendor agrees to provide the type-ahead functionality such as that defined in the narrative above.	☐ Not Met
Vendor Narrative:	

Desirable Specification
D-4: Describe details about the type-ahead functionality provided in your solution.
Vendor Narrative:

Text-to-Human Voice - The solution must provide user initiated query results and a selection of audible tones per module and message type. Users should be able to select from a collection of audible tones via a drop down menu per module or message type.

Mandatory Specification	☐ Met ☐ Not Met
M-3: Vendor agrees to provide text-to-human voice capability such as that defined in the narrative above.	
Vendor Narrative:	

Desirable Specification
D-5: Explain how you will provide a selection of voice options in which to provide query results to the user.
Vendor Narrative:

Desirable Specification
D-6: Explain how you will provide a selection of audible tones to the user.
Vendor Narrative:

Mobile Device Compatibility – The solution must support interoperability and compatibility between the software, mobile devices and peripherals.

Mandatory Specification	☐ Met ☐ Not Met
M-4: Vendor agrees to provide interoperability and compatibility in line with the specifics outlined in the above narrative.	
Vendor Narrative:	

Desirable Specification
D-7: Describe details of how and what the solution will provide such as printing, image capture and barcode scanners.
Vendor Narrative:

Speech Recognition – The solution should convert spoken words to machine-readable input.

Desirable Specification
D-8: The state desires the functionality to allow for a mobile user to speak a name or license plate into the system and then automatically have it queried against LEADS. Also providing the user with the ability to turn this feature on or off. Explain how you would provide this functionality.
Vendor Narrative:

Onboard Help Reference – The solution must provide an onboard reference that will educate users on all aspects of the solution in an effective and easy to understand manner, including search and print capabilities.

Mandatory Specification	☐ Met ☐ Not Met
M-5: Vendor agrees to provide a complete onboard client help reference.	
Vendor Narrative:	

Desirable Specification
D-9: Describe the print and search capabilities of your complete help reference.
Vendor Narrative:

Software Distribution and Updates - The solution must have the ability to set up one laptop, create an image of that laptop, and then deploy that image. The proposed solution must also allow for updates to the application as it pertains to version upgrades, license plate type and any other minor application modifications needed.

Mandatory Specification M-6: Vendor agrees that the application can be imaged across multiple devices with hard drive replication, Symantec Ghost (or a similar product) and backup and restore.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-7: Vendor agrees that application updates to client can be accomplished over the network.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-10: Describe the process in which the application is able to be imaged to multiple devices across the network and/or over the air at one time.
Vendor Narrative:

Desirable Specification D-11: Describe the process in which the application is able to be updated over the air.
Vendor Narrative:

User Access Rights – The solution must allow administrators to set up different types and levels of user accounts on devices with more than one user.

Mandatory Specification M-8: Vendor agrees that the application must be able to provide multiple levels of user access rights and roles after client install.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-12: Provide details regarding the various levels of user access rights and roles.
Vendor Narrative:

Messaging Capability – The solution must be able to provide car-to-car, car-to Head Quarters and instant messaging.

Mandatory Specification M-9: Vendor agrees that the solution provides secure instant messaging functionality.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-10: Vendor agrees that the proposed solution provides for a secure car-to-car communication during the transition from the current solution to the new solution.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-13: Describe how instant messaging will be handled within the proposed solution including security.
Vendor Narrative:

Desirable Specification D-14: Describe the ability to define and group access by unique user, department, public and private session.
Vendor Narrative:

Desirable Specification

D-15: Describe how car-to-car communication can work in parallel with current environment and proposed solution. (For current environment see page 39)

Vendor Narrative:

Automatic Vehicle Location (AVL) Capability – The solution should be able to track the location of vehicles.

Desirable Specification

D-16: Describe AVL integration with proposed solution.

Vendor Narrative:

Client Record Storage – The solution must provide the ability for users to look at past queries ran.

Mandatory Specification

M-11 Vendor agrees to store the last 10 days of LEADS queries per user to be accessible from any client install.

☐ Met

☐ Not Met

Vendor Narrative:

Desirable Specification

D-17: Describe how the proposed solution will store and provide records to include specific limits, i.e. days, number of messages.

Vendor Narrative:

Search Capabilities – The solution must allow multiple plates to be run simultaneously.

Mandatory Specification

M-12: Vendor agrees to provide the user with the ability to run multiple license plates and driver's license numbers at the same time.

☐ Met

☐ Not Met

Vendor Narrative:

Desirable Specification

D-18: Explain multiple search functionality as well as limitation.

Vendor Narrative:

Reference Materials – LEADS/NLETS users may access ORION as an automated computer directory. An inquiry into ORION will provide you with the mailing address, telephone number, fax number, agency type, hours of service, etc. for the specified Illinois or out-of-state agency.

Mandatory Specification

M-13: Vendor agrees to provide ORION interface in proposed solution.

☐ Met

☐ Not Met

Vendor Narrative:

Desirable Specification

D-19: Describe the search functionality within the application noting any limitation.

Vendor Narrative:

Emerging Technologies (e.g. license plate recognition, drivers licenses and electronic filing of traffic accident reporting)

Desirable Specification

D-20: Describe your ability to work with the Illinois State Police, Central Management Services, Department of Transportation and Secretary of State to develop new product functionality that will support new and emerging technologies (including applications such as but not limited to Secretary of State (SOS) driver's license photos, signatures and traffic accident reporting).

Vendor Narrative:

Desirable Specification D-21: Describe Traffic Alert and Collision Avoidance System (TCAS) integration with proposed solution.
Vendor Narrative:

Federal Compliance – The Criminal Justice Information Services Security Policy provides the minimum level of Information Technology security requirements acceptable for the transmission, processing and storage of the nation's Criminal Justice Information System (CJIS) data.

Mandatory Specification M-14: Vendor agrees that proposed solution adheres to the CJIS security policy for mobile data devices.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-22: Explain how the proposed solution will maintain CJIS compliance for the life of the contract.
Vendor Narrative:

Software Specifications - Server

Simple Mail Transfer Protocol (SMTP) – Solution must support incoming and outgoing SMTP connections with attachments.

Mandatory Specification M-15: Vendor agrees to support incoming SMTP connections.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-16: Vendor agrees to support outgoing SMTP connections.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-17: Vendor agrees to support attachments for SMTP connections.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-23: List supported systems, attachment file size limitations and describe how proposed solution will handle SMTP connections.
Vendor Narrative:

Automated Vehicle Locator (AVL) Capability – The solution must be able to track the location of vehicles.

Mandatory Specification M-18: Vendor agrees to support integration with AVL/GPS systems.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-24: List the AVL /GPS vendor systems supported.
Vendor Narrative:

Desirable Specification

D-25: Describe how AVL will work with proposed solution.
Vendor Narrative:

User Connection Handling – The solution should provide users the ability to log on and log off system.

Desirable Specification
D-26: Describe how the proposed solution will handle user log on and log off. Response should define specifics both in and out of coverage area.
Vendor Narrative:

Computer Aided Dispatch (CAD) Support – The solution must provide a method of first responder dispatching.

Mandatory Specification	☐ Met ☐ Not Met
M-19: Vendor agrees to support the ability to interface with CAD systems.	
Vendor Narrative:	

Desirable Specification
D-27: List CAD provider partnerships and CAD systems supported.
Vendor Narrative:

Federal and State Compliance (Initial and Ongoing)

Mandatory Specification	☐ Met ☐ Not Met
M-20: Vendor agrees to make changes to the LEADS module in order achieve and maintain continuous compliance with all state and federal mandates for LEADS, NCIC and or NLETS. The vendor further agrees to make compliance changes within 60 days of the receipt of specifications from Illinois State Police (ISP). These changes will be made at no additional costs during the life of the contract.	
Vendor Narrative:	

Mandatory Specification	☐ Met ☐ Not Met
M-21: Vendor agrees that proposed solution adheres to the CJIS security policy for mobile data communications between the server and the mobile devices.	
Vendor Narrative:	

Desirable Specification
D-28: Explain how the proposed solution will maintain CJIS compliance for the life of the contract.
Vendor Narrative:

Onboard Help Functionality - The solution must provide an onboard reference that will educate users on all aspects of the solution in an effective and easy to understand manner, including search and print capabilities.

Mandatory Specification	☐ Met ☐ Not Met
M-22: Vendor agrees to provide a complete onboard help reference.	
Vendor Narrative:	

Desirable Specification
D-29: Describe the print and search capabilities of your complete help reference.
Vendor Narrative:

Compatibility Testing – The solution must be in concert with operating system and hardware used by the state.

Mandatory Specification M-23: The Vendor agrees to work with CMS to conduct feature and application compatibility testing.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-30: Please describe methodology for compatibility testing.
Vendor Narrative:

System Administration – The solution must provide system administrators and department administrators the ability to run reports, as well as, provision tasks.

Mandatory Specification M-24: Vendor agrees the system is capable of restricted web access to administration and reporting tools.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-25: Vendor agrees the web reporting / remote administration tool will allow system administrators and department administrators the ability to change passwords.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-31: Describe how delegated authority is accomplished to allow for reporting and administration at a department level.
Vendor Narrative:

Key Word Configurable

Mandatory Specification M-26: Vendor agrees the department identifier (CDC) can be used to configure a department, and also to send emergency alerts to the department or multiple departments. The ability to add, modify and delete is also supported in the web reporting / remote administration tool.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-27: Vendor agrees server software is table driven so that changes can be made at the system administrator level and then replicated to the mobile end user computers (e.g., Temporary Plate Transmission/Drop Down Menu).	☐ Met ☐ Not Met
Vendor Narrative:	

Inactivity Timer – The solution must provide an inactivity timer that will log off users to all modules. The server software must provide the ability for the system administrator to select specific time intervals per department per module.

Mandatory Specification M-28: Vendor agrees the proposed solution meets the State's needs as articulated in the narrative above.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-32: Describe the time intervals and other features the system administrator may select as defined in the narrative above.
Vendor Narrative:

--

Desirable Specification

D-33: Describe the "log back in" process (per module) after being logged off due to inactivity.

Vendor Narrative:

Data Compression**Mandatory Specification**

M-29: Vendor agrees that data compression is supported.

☐ Met☐ Not Met

Vendor Narrative:

Desirable Specification

D-34: Describe the method of data message compression offered by the server software to reduce the character content of data messages transported over a mobile data network. This information must include the compression ratio offered by the algorithm as well as the specific advantages and disadvantages of the proposed compression techniques.

Vendor Narrative:

Desirable Specification

D-35: Describe the impact of the Vendor's methods of data compression on message transaction response time, throughput and communications reliability, including overhead factors.

Vendor Narrative:

Connectivity Persistence**Desirable Specification**

D-36: Describe in detail any technology that your solution addresses in regards to keeping a connection persistent in the event a mobile user temporarily loses network coverage that will prevent the user from having to re-establish application sessions.

Vendor Narrative:

Operating System Compatibility**Desirable Specification**

D-37: Describe the operating systems and versions which provide for optimal operation of the solution.

Vendor Narrative:

Security - Data Admin/Functionality**Desirable Specification**

D-38: Describe what security measures are utilized with remote administration capabilities and security levels.

Vendor Narrative:

Security - Data Encryption**Desirable Specification**

D-39: Describe the message encryption that will be used by the Vendor's server software to ensure data security during transmission from mobile data computer to server software.

Vendor Narrative:

Security - Login

Desirable Specification

D-40: Describe access security measures, including password logon and automatic logoff functions defined by the systems administrator.

Vendor Narrative:

Desirable Specification

D-41: Describe in detail how your solution handles user security (authentication and authorization); is this done within the application, what COTS identity management, authentication and/or security products your solution integrates with.

Vendor Narrative:

Desirable Specification

D-42: Describe the ability to export data information already gathered to other applications installed locally on the device.

Vendor Narrative:

Desirable Specification

D-43: Describe the ability to run citations electronically with the proposed solution.

Vendor Narrative:

Services and Support

Account Management – The solution must include a dedicated resource to serve as a single point of contact for the State.

Mandatory Specification

M-30: Vendor agrees to provide a point of contact for purchasing software, hardware, support, and services.

☐ Met

☐ Not Met

Vendor Narrative:

Mandatory Specification

M-31: Vendor agrees to provide point(s) of contact for post sales and post implementation support of the solution.

☐ Met

☐ Not Met

Vendor Narrative:

Desirable Specification

D-44: Describe your organization's ability to support all aspects of the proposed solution. Specifically list contact names as well as associated contact info, work locations, and areas of expertise (i.e. technical, sales, both). Include any relevant information in terms of how support teams interface with one another as well as with the State as the customer.

Vendor Narrative:

Ordering and Provisioning - The State is looking for maximum flexibility and efficiencies in its overall ordering and provisioning processes, including capabilities to clearly track through all stages of the process. The following sections identify requirements in the following areas:

Mandatory Specification

M-32: As an alternative to orders generated and sent from the State, Vendor agrees to accept orders via e-mail in a format other than what is generated from the State's system. For back-up purposes, Vendor also agrees to accept orders via hard copy from fax or mail, or via verbal submission from designated State personnel.

☐ Met

☐ Not Met

Vendor Narrative:

Mandatory Specification

M-33: Regardless of order delivery method (that is, via email from State's provisioning system, other email, fax, mail, verbal), Vendor agrees to acknowledge, via email, receipt of order within one (1) business day of receiving order from the State. The

☐ Met

☐ Not Met

State will provide the format required for the email acknowledgement, including required fields such as State's Request Number. The State will also provide to Vendor the email address for the designated recipient of order acknowledgement emails.	
Vendor Narrative:	

Mandatory Specification M-34: Vendor agrees to provide documented escalation procedures, including severity codes and responsiveness commitments for each severity code.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-35: Vendor agrees to provide a toll-free number(s) and an email address, which supports the State's ordering needs, for all services supported by Vendor. This service center must be staffed from 8am to 5pm, Monday through Friday, except for holidays recognized by the State of Illinois.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-36: Vendor agrees to provide a toll-free number(s) and an email address which supports the State's billing needs, for all services supported by Vendor. This service center must be staffed from 8am to 5pm, Monday through Friday, except for holidays recognized by the State of Illinois.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-37: Vendor is expected to only accept and execute orders and modifications to orders from State-authorized individuals. The State shall provide Vendor with a list of such individuals. This list will include the authorized individuals (the "Ordering Officers") from CMS.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-38: Vendor must impose no limit on the number of orders which the State can expedite.	☐ Met ☐ Not Met
Vendor Narrative:	

Mandatory Specification M-39: Vendor agrees not to charge the State to prepare and provide quotes for new services.	☐ Met ☐ Not Met
Vendor Narrative:	

Desirable Specification D-45: An order is assumed to be accepted if the State does not receive an accept/reject response from Vendor within one (1) business day of order acknowledgement. Provide details on your ability to meet this specification.	
Vendor Narrative:	

Desirable Specification D-46: For rejected orders, Vendor is expected to provide the State with the reason for the rejection (i.e. what information is inaccurate or missing) and instructions explaining how to correct the order. Provide details on your ability to meet this specification.	
Vendor Narrative:	

Desirable Specification D-47: Vendor is expected to provide the State the ability to track and monitor the progress of open orders. To facilitate order tracking, Vendor is expected to provide web-based access and training to Vendor's order management system, at no charge to the State. Provide details on your ability to meet this specification.	
Vendor Narrative:	

Desirable Specification

D-48: If Vendor misses a confirmed / mutually-agreeable due date, the State has the option to cancel the order, at no charge to the State. Provide details on your ability to meet this specification.

Vendor Narrative:

Desirable Specification

D-49: The State has defined requirements to order outside the State's provisioning system, if desired by the State. Please describe your process for enabling the State to do so, at no charge to the State.

Vendor Narrative:

Desirable Specification

D-50: The State has defined requirements for expediting orders. Please describe your process for enabling the State to do so, at no charge to the State.

Vendor Narrative:

Desirable Specification

D-51: The State expects not to be billed for any service beyond the disconnect date. Provide details on your ability to meet this specification.

Vendor Narrative:

Help Desk, Trouble Repair, and Handling - As the IWIN Service Owner, the State of Illinois, Department of Central Management Services (CMS) is responsible for providing end-to-end support of the IWIN Service. With the existing IWIN Service, CMS provides Tier 1 Helpdesk, Tier 2 Helpdesk, and Tier 3 Network Services support internally. These teams field calls and/or support the different components that make up the IWIN service including: cellular network, server hardware, server/client application, and end user support.

As the State of Illinois moves forward with the implementation of a next generation IWIN solution, the State would like to have flexibility and options of procuring different levels of support and services from the Vendor as needed to best support the IWIN service.

Mandatory Specification

M-40: Vendor agrees to provide 24x7x365 support to State of Illinois, CMS as the IWIN Service Owner.

☐ Met

☐ Not Met

Vendor Narrative:

Mandatory Specification

M-41: Vendor agrees to provide a system for trouble reporting and tracking.

☐ Met

☐ Not Met

Vendor Narrative:

Desirable Specification

D-52: Describe the method in which the vendor will provide 24x7x365 support to State of Illinois, CMS. Note preferred methods of communication as part of the process as well as any escalation process.

Vendor Narrative:

Desirable Specification

D-53: Describe the method in which the vendor will provide end-to-end application support for the entire IWIN user base. List specific teams and describe their functional responsibilities as part of the end-to-end support process. **Please note any third-party entities or sub-contractors that make up any of the teams or support areas listed.**

Vendor Narrative:

Desirable Specification

D-54: Describe your system for trouble reporting and tracking. Responses should include name of ticketing system, level of detail that is captured and tracked within the system, availability of vision into system (i.e. internal vendor system or web based capability for customers).

Vendor Narrative:

Desirable Specification

D-55: List all methods in which customers may report trouble instances to the vendor.

Vendor Narrative:

Service Reporting - As the IWIN Service Owner, the State of Illinois, CMS is responsible for providing a high availability application for Illinois public safety organizations. As such the State of Illinois, CMS is seeking the ability to provide a variety of service level type reports that will be of benefit to the State of Illinois, CMS in managing the overall service and availability of the IWIN application.

Mandatory Specification

M-42: Vendor agrees to provide ongoing service level reporting to CMS.

☐ Met☐ Not Met

Vendor Narrative:

Desirable Specification

D-56: Describe the vendor's service level reporting capability. (i.e. what common reports can be run against trouble ticket system, call logs, etc.)

Vendor Narrative:

Training

As with any new technology or application training will be necessary for various skill levels. The State is seeking vendor responses which demonstrate the ability to provide in-state training for all applicable personnel (e.g., end users, supervisors, system administrators, etc.)

Mandatory Specification

M-43: Vendor must agree to provide in state training to all applicable personnel (e.g., end users, supervisors, system administrators, etc.)

☐ Met☐ Not Met

Vendor Narrative:

Desirable Specification

D-57: Training should preferably be at no cost to the State and convenient to participants around Illinois. Provide details on your ability to meet this specification. Include in your response a description of the training package, approach, internal/external resources, and the mediums (e.g., directed webinar, self study, paper, on-line reference, classroom, CD/DVD) that will be provided to the State both for initial implementation as well as subsequent system upgrades. **NO PRICING SHOULD BE INCLUDED IN THIS SECTION!**

Vendor Narrative:

Desirable Specification

D-58: Describe the various modules included in the training package, the targeted audience and the estimated length of training required for each module.

Vendor Narrative:

Desirable Specification

D-59: Estimate the amount of initial training times required for an end user, supervisor, administrator, etc.

Vendor Narrative:

Desirable Specification

D-60: Describe any train-the-trainer options that will be available.

Vendor Narrative:

Desirable Specification

D-61: Describe how training materials will be initially provided as well as how training updates of various types will be distributed to all applicable parties.

Vendor Narrative:

IMPLEMENTATION / TRANSITION

Due to the size and complexity of the IWIN environment, the State of Illinois desires a phased approach to implementing the proposed solution and transitioning existing customers over from the existing solution.

Desirable Specification

D-62: Describe the approach that will be taken to implement the proposed solution in the IWIN environment. Responses should include detail such as vendor support roles and responsibilities, project approach, preparatory work, technical considerations, etc.

Vendor Narrative:

BUDGETARY SCENARIO FOR TECHNICAL EVALUATION

Diagram A – Existing High-Level IWIN Topology

The following diagram is a high-level design of the current IWIN topology, complete with the IWIN components listed as follows:

- End User Environment – Law Enforcement squad car with a mobile data computer and peripheral devices
- Network Environment – Cellular, CDMA network providing connectivity from the mobile data computers to the State of Illinois network. This is accomplished via a direct connection between the cellular provider and the State of Illinois.
- State of Illinois Network – IWIN Server environment is owned and managed by Central Management Services and hosted at the Data Center in Springfield. The Application serves as an interface to the Illinois State Police LEADS application as well as applications hosted by Secretary of State and NCIC. Traffic is routed from the IWIN server to other State of Illinois resources accordingly.

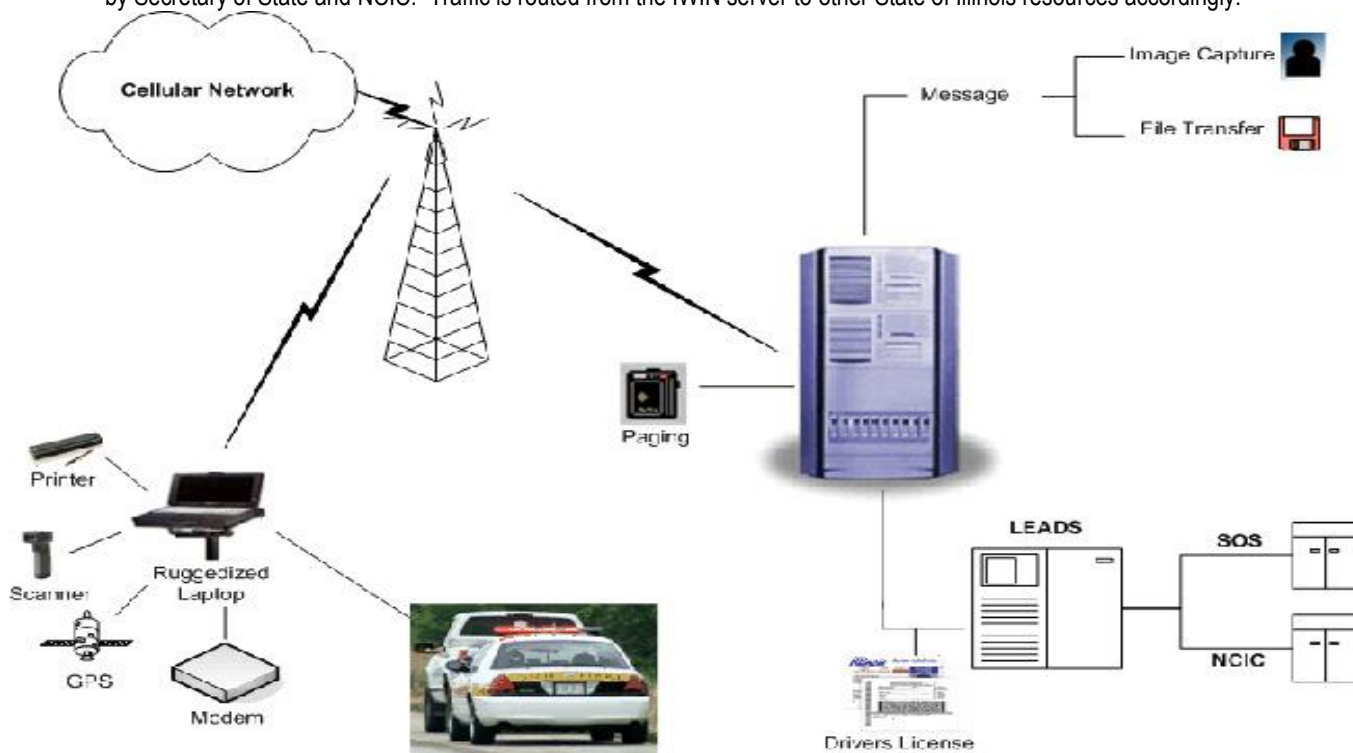


TABLE A - BUDGETARY SPECIFICATIONS for FUTURE IWIN APPLICATION

The following table describes the scope and desired services the vendor's proposal should support. The information contained within this table is intended to serve as a framework for the State of Illinois to perform a fair and equal evaluation of vendor solutions.

NOTE: The State of Illinois is not required to procure any or all components as specified in the vendor response. Specific items to be procured as part of a solution will be determined during the process of establishing a contract with the winning vendor.

NOTE: Maintenance must align with the State's fiscal year July 1 through June 30.

Specification	Description
Scope / Quantities	Users = 15,000 Departments = 500 Mobile Data Computers = 6,500
	Locations – Centralized server infrastructure at State of Illinois facilities in Springfield and Chicago; User departments distributed in different communities throughout the State of Illinois
	Network Connectivity – CDMA Rev A to Mobile Data Computers
Maintenance	4 hour response for delivery of software upgrades, firmware, and patch management; 24 hour hardware replacement.
Software Functionality	Software – An enterprise application that will support the desired requirements as listed in the above listed sections of the RFP referred to as "Software Specifications (End User Client / User Interface)" and "Software Specifications (Server)"
Services and Support	
	Account Management – The proposed solution should include account management for pre and post sales support, project management for the implementation / transition of IWIN to the proposed application, and post production support.
	Ordering and Provisioning – Ability to receive requests from the State of Illinois, Monday through Friday, 8:00 a.m.-5:00 p.m CST.; Ordering processing handled via a centralized contact number and/or email address
	Help Desk, Trouble Repair and Handling - 24x7x365 Helpdesk for End-to-End Application Support; 4 hour response for on site technician; 4 hour response for delivery of software / patch management
	Service Reporting – Ability for vendor to provide standard service level reports to State of Illinois, Central Management Services for ordering and provisioning and help desk statistics.
Training	Training must accommodate the following roles: • System Administrators – Up to 10 individuals • IWIN Coordinators – Up to 500 individuals • End Users – Up to 15,000 individuals
	Training may include any one or combination of venues: on site, webinar, distributed training software, other
Implementation / Transition	The proposed solution should include any and all account management, project management, and technical resources needed to implement the solution for all customer departments within a 12 month timeframe from the start of the project.

Complete "TABLE B – TECHNICAL PROPOSAL" (Excel spreadsheet provided) by listing individual items required to support the specification outlined in TABLE A - BUDGETARY SPECIFICATIONS for FUTURE IWIN APPLICATION. List the individual items within the appropriate category.

NOTE: DO NOT INCLUDE PRICING IN THIS SECTION

TABLE B - TECHNICAL PROPOSAL (Sample) - An Excel spreadsheet has been provided for vendors to complete and submit as part of their proposal.

CATEGORY	ITEM	CATALOG #	DESCRIPTION	QUANTITY
Hardware				
Maintenance				
Software				
Service and Support				
Training				
Implementation / Transition				

SECTION 7 – PRICE

7.0 PRICE SUBMISSION: An Excel spreadsheet has been provided for vendors to complete and submit as part of their pricing proposal. The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide the Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below.

7.1 METHOD AND RATE OF COMPENSATION: Identify the method of charging (hourly, daily, project, item, or other method) and provide the rate or price for each type of supply or service. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts and any other available allowances. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor.

Complete TABLE C-BUDGETARY PRICING by listing all items necessary to implement and support the proposed next generation IWIN application described in TABLE B - TECHNICAL PROPOSAL. The items, quantities and pricing listed in Table C are for **evaluation purposes only** and do not commit the State of Illinois to purchase the items or the quantities. The proposal and pricing outlined in Table C will enable the State to fairly judge the most cost effective solution. For purposes of evaluation, the State of Illinois prefers the pricing be broken out separately by category. **All pricing must include any and all costs including shipping, handling, travel, etc.** Discount percentages in the Budgetary Pricing (Table A) MUST be consistent with the discounts listed in TABLE D – CATALOG PRICING.

TABLE C – BUDGETARY PRICING (Sample) - An Excel spreadsheet has been provided for vendors to complete and submit as part of their proposal.

TABLE C - BUDGETARY PRICING							
Category	Part #	Desc	MSRP	Discount	Contract Cost	Quantity	Extended
Hardware					\$0.00		\$0.00
Software							
Maintenance							
Training (Based On 60 Month Contract)							
Implementation / Transition							
	Hardware Subtotal		\$0.00	0%	\$0.00	0	\$0.00
	Software Subtotal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Maintenance Subtotal		\$0.00	0%	\$0.00	0	\$0.00
	Training Subtotal		\$0.00	0%	\$0.00	0	\$0.00
	Implementation / Transition Subtotal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Contract Cost (Monthly)	Contract Cost (Annual)	Extended
Support Services (Based on 60 Month Contract)						\$0.00	\$0.00
	Support Services Subtotal				\$0.00	\$0.00	\$0.00
	Total						\$0.00

TABLE D – CATALOG PRICING

The State of Illinois intends to execute a multi-year contract to allow the State to purchase hardware, software, maintenance, and application support services related to the proposed application at a minimum percent off of the manufacturer's list price. Provide separate pricing information in the table below. If the discount level will vary by item type (i.e. hardware, software, support service, etc.) the vendor must clearly detail the differences within the table. The pricing submitted below must include all products, services, and resources described within the Vendor's proposal, and be consistent with the pricing proposed in Table C.

Catalog pricing will not be included in the Price evaluation.

TABLE D - CATALOG PRICING							
Category	Part #	Desc	MSRP	Discount	Contract Cost	Quantity	Extended
Hardware					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Software					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Maintenance					\$0.00		\$0.00
(Based on 60 Month Contract)					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Training					\$0.00		\$0.00
(Based On 60 Month Contract)					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Implementation / Transition					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Support Services					\$0.00		\$0.00
(Based on 60 Month Contract)					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00

7.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES: Show price in checked category only:

- ☐ Firm Price _____
- ☐ Estimated Price _____

7.3 EXPENSES: Unless otherwise specified, this contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

7.4 PAYMENT TERMS AND CONDITIONS (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

7.5 DISCOUNTS: ____% discount for payment within ____ days of delivery. This discount will not be a factor in making the award.

7.6 TAX EXEMPTIONS: State and Federal tax exemption information is available upon request.

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

Subcontractor Name

Amount to be paid

7.8 WORK LOCATION DISCLOSURE: Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the selected Vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

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

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

SECTION 8 - CONTRACT

We expect to contract based on the terms and conditions as set forth in the attached State of Illinois Contract. If you are unable to accept one or more parts of the Contract, identify any exception that you want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Offer. Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

CONTRACT

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

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

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

VENDOR

(Vendor Name) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE OF ILLINOIS

(Agency Name) _____

Official Signature _____

Printed Name _____

Title _____ Date _____

Designee Signature _____

Printed Name _____

Title _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# _____

Contract # _____

Project Title _____

Procurement Method (IFB, RFP, Small, etc): _____

Award Code: _____

IPB Publication Date: _____

IPB Ref. # _____

Subcontractor Utilization? Yes ☐ No ☐

Subcontractor Disclosure? Yes ☐ No ☐

Funding Source _____

Obligation # _____

CMS Program Compliance _____

Fiscal Compliance _____

Legal Compliance _____

Executive Compliance _____

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT:

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

The State reserves the right to renew for a total of _ years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

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

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

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOALS AND OBJECTIVES:

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

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

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS:

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

Subcontractor Name

Amount to be paid

2.5 DELIVERY SPECIFICATIONS:

2.6 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

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

2.8 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

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

3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** Vendor shall be compensated by the following method:

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

3.2 **MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:**

- ☐ Firm Price _____
- ☐ Estimated Price _____

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

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

3.5 DISCOUNT: _____ % discount for payment within _____ days of receipt of invoice

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

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

3.8 **PAYMENT TERMS AND CONDITIONS:**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

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

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

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

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

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATIONS AND CONFLICTS

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

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

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

5.3 Vendor (if an individual, sole proprietor, or partner) 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, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.24 In accordance with Public Act 95-307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.

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

a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

5.26 Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

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

or

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

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-971.

6. SUPPLEMENTAL PROVISIONS

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

_____ Definitions

_____ Federal Funding Certifications and Assurances ("Attachment A")

_____ ARRA Requirements (American Recovery and Reinvestment Act of 2009) ("Attachment B")

_____ Public Works Requirements (820 ILCS 130/4)

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

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

_____ Prohibition on Contingent Fees (certain federally funded contracts)

_____ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

_____ State Supplemental Terms and Conditions

_____ Vendor Supplemental Terms and Conditions

_____ Prior Vendor Collective Bargaining Contractor

This applies if the prior Vendor's employees who perform the services under the prior contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. You are certifying you will comply with this law.

_____ Information Technology Requirements

As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

_____ Other (describe)