



Illinois State Board of Education

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Gery J. Chico
Chairman

Christopher A. Koch, Ed.D.
State Superintendent of Education

To: Eligible Bidders

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

Date: June 7, 2012

Subject: Request for Sealed Proposals (RFSP): The Center for School Improvement

This solicitation contains a 20% Business Enterprise Program (BEP) goal

General Information

Purpose of RFSP: The Illinois State Board of Education (ISBE) seeks applications from qualified entities to establish the Center for School Improvement (hereafter referred to as "The Center") and coordinate the work of the various district improvement systems. The mission of The Center is to provide high-quality, coordinated, and consistent support to the current *statewide system of support* (SSOS) to ensure that school districts and schools receive expert, timely, and relevant assistance to increase district level capacity to improve student performance.

Eligible Bidders: One contract will be awarded to one of the following eligible bidders. Institutions of higher education (IHE), regional offices of education (ROEs), intermediate service centers (ISCs), private entities, or non-profit organizations that have extensive experience with comprehensive school and district improvement initiatives may apply.

This solicitation includes a specific Business Enterprise Program (BEP) utilization goal of 20% based on the availability of certified vendors to perform the anticipated subcontracting opportunities of this contract. Bidders must make a good faith effort to meet the Business Enterprise Program (BEP) 20% goal. In addition to the other award criteria established for this contract, ISBE will award this contract to a contractor that meets the goal or makes good faith efforts to meet the goal. Further information regarding the BEP goal requirements of this solicitation is included in Attachment 4.

Subcontracting is allowed under this agreement.

Funding Source: This contract will be supported with federal school improvement funds allocated to ISBE under Title I, Part A and Title I, Part G of the Elementary and Secondary Education Act (ESEA) of 1965, as amended 20 U.S.C. 6821.

The total amount of federal funding will not exceed \$10,000,000 during the initial contract period (i.e., execution of contract to June 30, 2013). Annual amounts ranging from \$10,000,000 to \$14,000,000 are anticipated for each subsequent renewal period as specified below. Contract renewals are contingent

upon sufficient appropriation for the project, the continued need for services, and satisfactory progress in the preceding contract year(s).

For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), bidders are advised that 100 percent of the funds for this program are derived from federal sources.

Contract Period: The initial contract period will begin no sooner than July 20, 2012 and will extend from the execution date of the contract until June 30, 2013 (i.e., FY 2013).

ISBE, at its sole discretion, may renew the contract beyond the initial contract period. This contract may be renewed for up to four consecutive one-year contract periods (i.e., FY 2014 through FY 2017) with renewals generally beginning July 1 and ending June 30 of each year. Funding in any subsequent year will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The renewal shall be subject to the same terms and conditions as the original contract unless otherwise stated in the cost proposal. The contract will not renew automatically.

Proposal Deadline: Proposals must be received by mail or in person in the Fiscal and Procurement Division of the Illinois State Board of Education **no later than 4:00 p.m. CDT on Friday, July 13, 2012.**

No late proposals or electronically transmitted proposals will be accepted. Proposals should be sent to the following address:

Sherri Sullivan
State Purchasing Officer
Fiscal and Procurement Division W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Background

The Elementary and Secondary Education Act (ESEA), reauthorized and signed into law as the No Child Left Behind Act of 2001 (NCLB), contains a number of requirements that directly impact how states address the comprehensive needs of students. One particularly substantive requirement in ESEA stipulates that state education agencies (SEA) must create a statewide system of support (SSOS) for their Title I schools identified for improvement. Since 2003, Illinois has used federal Title I, Part A funding to operate an SSOS and provide a comprehensive continuum of research-based support, services, and resources designed to improve student outcomes for all Illinois school districts.

In practice, Illinois' SSOS is a network of 44 ROEs, three ISCs, and the City of Chicago School District 299 (CPS) working to provide a broad range of services relative to improving student outcomes. Of these entities, six ROEs, three ISCs, and CPS serve as SSOS fiscal agents administering services within ten geographically designated areas of the state. The ROEs serve schools in all counties in Illinois except Cook, the ISCs serve schools respectively located in the densely populated suburban regions of Cook County, and CPS serves schools in the city of Chicago. Further information regarding the designated geographic regions can be found at http://www.isbe.net/sos/pdf/respro_map.pdf.

The SSOS is designed to provide support services to 868 school districts that serve approximately 2,074,800 pre-kindergarten through grade 12 students enrolled in 3,904 public schools. Currently, the time, intensity, and duration of SSOS services to districts and schools are differentiated based on the federal improvement status of the district or school (i.e., public school choice, corrective action, or restructuring).

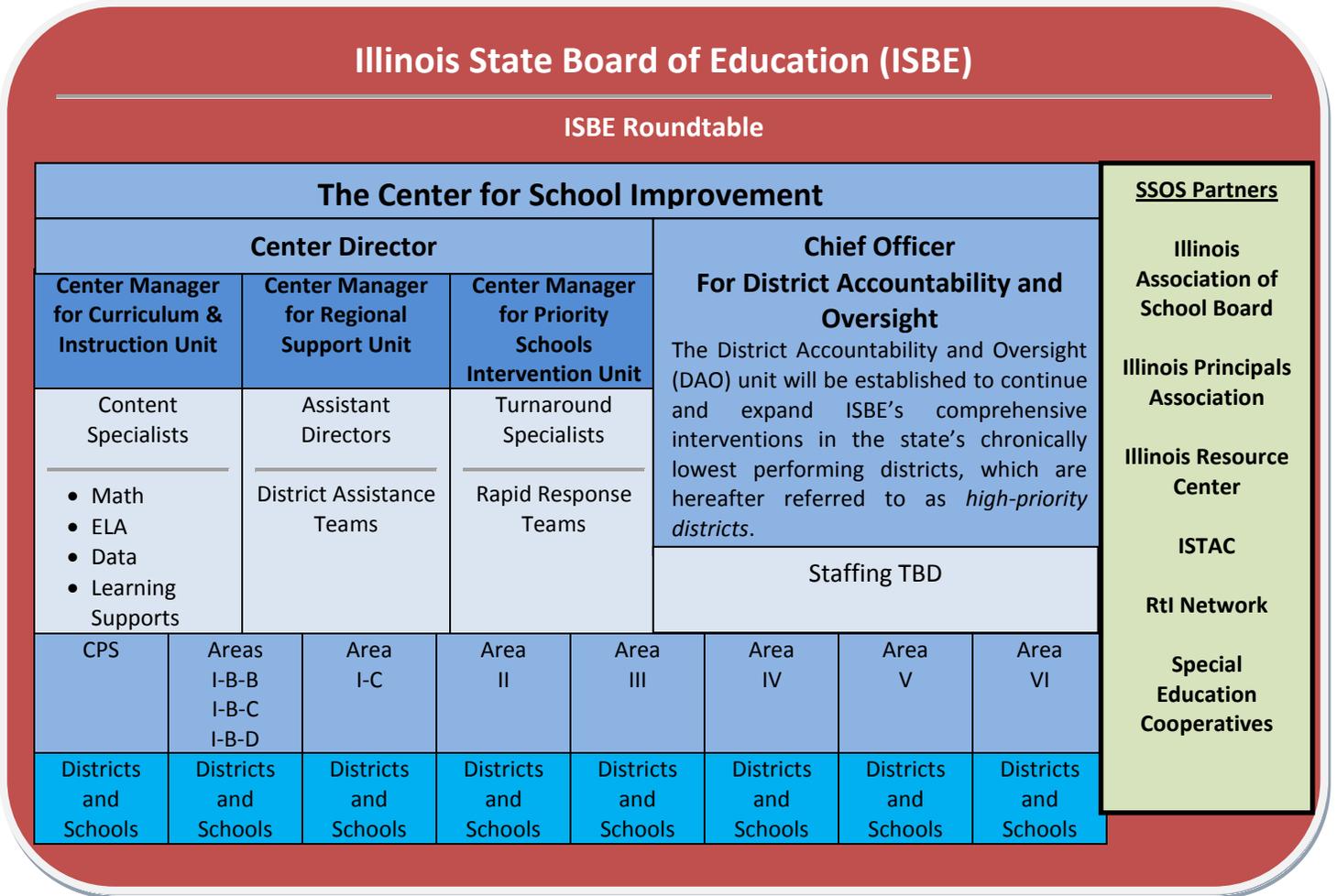
In addition to the SSOS, Illinois has also established several, robust, regional service delivery systems that target specific student groups including English language learners (ELLs) and students with disabilities (SWDs). These regional delivery systems provide explicit services relative to school improvement by offering technical assistance in areas such as data-driven decision making, response to intervention (RtI), and family and community engagement. In addition to the SSOS, the two other primary regional delivery systems serving Illinois school districts are the Illinois Statewide Technical Assistance Center (ISTAC) and the Illinois Resource Center (IRC). ISTAC is designed specifically to build the capacity of school districts to serve the needs of SWDs and their families. The IRC has similarly provided technical assistance, since 1972, to teachers and administrators serving linguistically and culturally diverse students. With support from ISBE, IRC has emerged as a major, statewide, intermediate service agency, and its educational and professional development programs have helped thousands of educators throughout Illinois and the nation develop effective learning environments for ELLs.

ISBE also relies on the Illinois Principals Association (IPA) and the Illinois Association of School Boards (IASB) for external support to the SSOS. The IPA provides high quality professional development and networking opportunities, and it advocates on the behalf of school leaders with state and federal legislators. The mission of IPA is to advance learning through effective educational leadership. IASB is a voluntary organization of local boards of education dedicated to strengthening public schools through local citizen control. The mission of IASB is excellence in local school governance in support of quality public education.

ISBE seeks through this procurement to establish The Center for the purpose of providing high-quality, coordinated, and consistent support to the current SSOS and other regional assistance centers to ensure that school districts and schools receive expert, timely, and relevant assistance to increase district level capacity to improve student performance. Additionally, the successful bidder will assist ISBE staff with integrated agency activities such as outreach to districts to support the implementation of Race to the Top Phase 3 initiatives.

The Center will be operated as a partnership between ISBE and the contractor selected for its proven track record of effectively and efficiently providing high-quality, research-based supports, interventions, and resources that improve education outcomes for all students. Additionally, The Center will be supported by guidance from the *ISBE Roundtable*, a cross-divisional leadership team responsible for oversight of the SSOS, to identify targeted assistance for schools and districts and help prioritize resources based on identified needs. Figure 1 illustrates the organizational structure envisioned for The Center.

Figure 1. The Structure of Illinois SSOS Incorporating The Center for School Improvement



ISBE envisions The Center’s fundamental functions as:

1. Providing oversight and management to the SSOS with a focus on bringing coherence and coordination to the regional delivery systems and SSOS partners in the state.
2. Working with the ISBE Roundtable to maintain alignment with the agency’s vision and reform initiatives.
3. Deploying staff to work with identified districts on the development and implementation of customized continuous improvement plans.
4. Designing and supporting the use of a connected set of tools and resources to increase district-level capacity to improve teaching and learning.
5. Developing robust system-wide evaluation processes for SSOS to promote its continuous improvement to better serve districts and schools.

Scope of Work

Overview

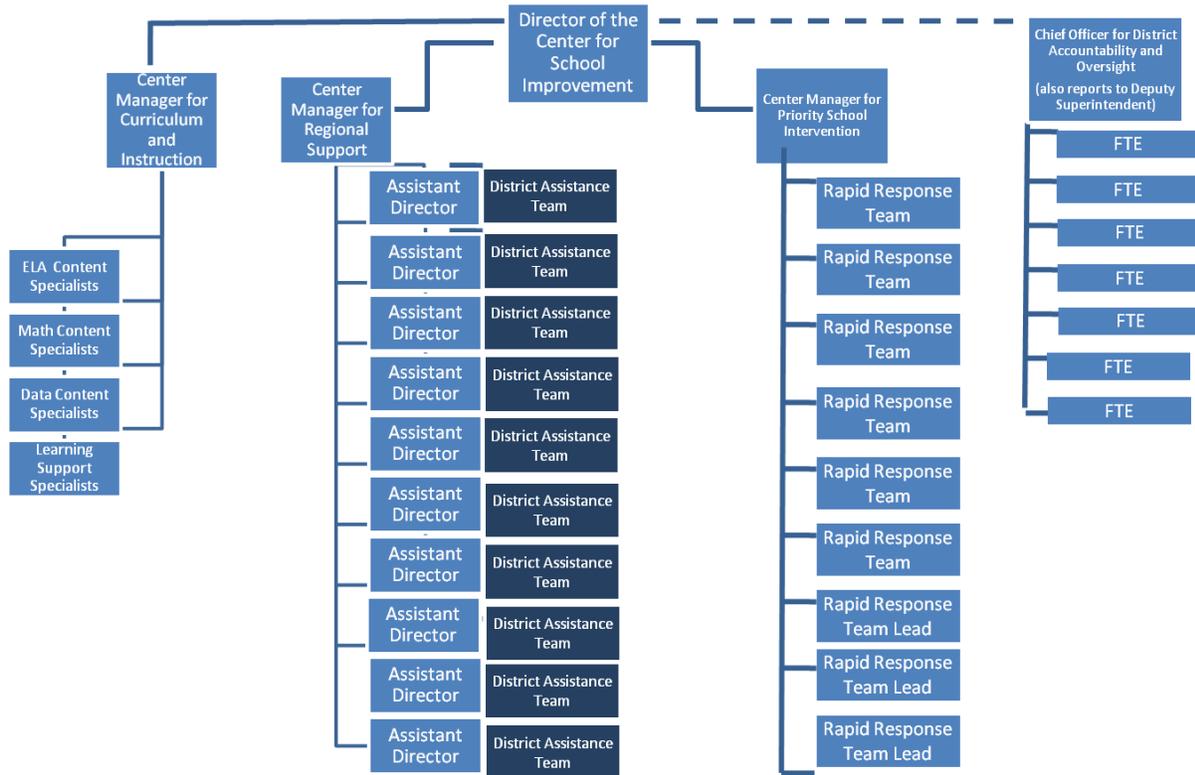
At the direction of ISBE, The Center staff will direct and support the work of the SSOS in establishing programs and processes based on scientifically-based research and best practices in the following four areas.

1. Developing and implementing standards-aligned instructional systems aligned to the Illinois Learning Standards in Mathematics and English Language Arts.
2. Analyzing data to inform strategic decision-making in the eight essential elements identified for effective school districts and schools, which include: comprehensive planning, conditions for learning, community and family engagement, professional development, leadership, curriculum, instruction, and assessment.
3. Cultivating educator talent and effectiveness.
4. Implementing interventions in, and providing intensive supports for, low-performing schools and districts.

With the establishment of The Center, ISBE intends to enhance the current SSOS to ensure that the state can effectively meet the needs of school districts and support meaningful interventions intended to improve the performance of students who are the furthest behind. Such changes will impact the current organizational structure, staffing, operational frameworks, and the accountability system as discussed below in detail.

1. **Organizational Structure.** The Center will be organized into four operational units. A staffing chart is provided in Figure 2.
 - A. **Curriculum and Instruction Unit.** Designated to design and support the use of a connected set of tools and resources to increase district-level capacity to improve teaching and learning.
 - B. **Regional Support Unit.** Designated to assist in deploying specialized staff to work with identified districts and develop customized continuous improvement plans.
 - C. **Priority Schools Intervention Unit.** Designated to assist in deploying specialized staff, such as rapid response teams lead by turnaround specialists, to work with identified districts with high priority schools to develop customized intervention plans.
 - D. **District Accountability and Oversight Unit (DAO).** Designated to continue and expand ISBE's comprehensive interventions in the state's chronically lowest performing districts, namely high priority districts. The DDAO is outlined in detail in Principle 2 of the Illinois ESEA Flexibility Request, available at http://www.isbe.net/nclb_waivers/default.htm. Bidders are advised to review this information in preparation for proposal submission.

Figure 2. Proposed Organizational and Staffing Chart for The Center for School Improvement



- Staffing.** In collaboration with ISBE, the contractor will hire a director who will be responsible for staffing The Center as well as directing and evaluating the work of The Center staff. ISBE and The Center director will hire a cadre of staff including managers, regional assistant directors, content area specialists, district liaisons, and turnaround specialists with specific expertise in working with ELLs, low-income students, racial and ethnic minority students, and SWDs. The Center will be responsible for building and increasing the capacity of its staff to ensure that effective practices are widely disseminated and replicated across regions of the state and that the regional delivery systems provide timely, high quality, and effective support to schools and districts.

The contractor will work in collaboration with ISBE to hire personnel according to the terms provided in Appendix A. Unless otherwise indicated, *each position requires one, full-time individual dedicated solely to the job*. All candidate recommendations must be approved by ISBE prior to hire. A table of all personnel positions and the corresponding terms is provided in Appendix A of this RFSP.

The job description for The Center director has been established by ISBE and is provided below. The scope of work, qualifications, and resulting job descriptions for all the other positions identified herein will be defined by The Center director in conjunction with the ISBE Roundtable after the execution of the contract.

Job Description and Required Qualifications for Center Director. In conjunction with ISBE staff, the selected contractor will hire or contract with one individual who will serve as The Center director. The individual must have, at a minimum, a master's degree in education or education related field (doctorate preferred); multiple years of experience in the field of education, with K-12 administrative and teaching experience preferred; knowledge in and experience with implementing and sustaining improvement supports for low performing districts and schools; experience in creating targeted professional development for district leaders, teachers, and improvement coaches; experience with continuous improvement planning processes and knowledge of research-based effective practices; experience in data-driven decision making; at least three years experience managing a technical assistance project of similar scope and magnitude preferred; strong facilitation skills; and expert oral and written communication skills.

The Center director's responsibilities will include, but are not limited to, the following duties:

- A. Managing the full implementation of The Center's activities and services;
- B. Hiring and supervising the work of all Center personnel and SSOS personnel including managers, regional assistant directors, content area specialists, district liaisons, district assistance teams (DATs), rapid response teams (RRTs), and coaches;
- C. Working with designated ROEs, ISCs, CPS, and other entities to participate in interviews and make hiring recommendations for ten (10) FTE regional assistant directors to serve in each of the six designated ROE areas, three ISC areas, and CPS respectively;
- D. Providing direction, support, and resources to The Center's managers, regional assistant directors, content area specialists, turnaround specialists, district liaisons, and coaches;
- E. Strengthening professional development opportunities for SSOS coaches working in the six ROEs, three ISCs, and CPS to ensure high quality, standardized, and targeted service delivery;
- F. Creating a master calendar for all ISBE sponsored professional development that ensures offerings are targeted, responsive to data-driven needs, and offer equitable access to all regions of the state;
- G. Managing the full implementation of *Rising Star*, an online continuous improvement tool housed on the Illinois Interactive Report Card (IIRC) for statewide district and school continuous improvement planning. Further information regarding *Rising Star* is provided later in the RFSP;
- H. Working collaboratively with the entities of the SSOS to align and coordinate services based on levels of need for districts and schools;
- I. Conducting regular Center meetings involving all project staff and, when appropriate, ISBE's Deputy Superintendent and members of the ISBE Roundtable;
- J. Maintaining regular and ongoing communication via online systems, teleconference, and/or in-person meetings with the Deputy Superintendent and the ISBE Roundtable;
- K. Preparing and submitting to the Deputy Superintendent and the ISBE Roundtable periodic reports and other information as requested. The number and format of the reports will be provided to the selected contractor by ISBE after the execution of the contract;

- L. Facilitating monthly meetings of the ten regional assistant directors and content area specialists;
- M. Working collaboratively with the independent evaluator procured by ISBE to assess the overall effectiveness of services provided by the ten designated SSOS regions (i.e., six ROEs, three ISCs, and CPS) as well as The Center;
- N. Performing other duties as assigned.

3. Operational Frameworks.

- A. ***Continuous Improvement Framework.*** Within the last several years, ISBE has shifted from a practice of compliance-driven improvement planning to a process of continuous improvement. The Illinois continuous improvement framework is the outcome, and it is conceptualized in Table 1 below. The framework is designed to provide substantive direction to all districts and schools by organizing effective district and school practices into four *focus categories* and eight *essential elements*. These eight essential elements provide all system stakeholders with a common language for talking about and implementing effective policies, procedures, and processes. ISBE recognizes that successful districts and schools have a foundation that includes these essential elements.

To implement the framework, qualified observers will evaluate the presence of the eight essential elements within a school district or school by using a specified set of indicators of effective practice. These research-based indicators provide a common language to help staff identify performance gaps and measure progress for continuous improvement.

SSOS coaches engage district leadership teams in a continuous improvement process grounded in the eight essential elements and corresponding indicators of effective practice. The process is supported by a web-based tool called *Rising Star* which guides improvement teams through an indicator-based, self-assessment. Corresponding research briefs, called *Wise Way*®, are subsequently generated to assist teams in determining the levels of practice as either *fully met*, *partially met*, or *not met*. The system allows the team to assign a *priority* (i.e., importance) and *opportunity* (i.e., ease of accomplishment) *index score* for each assessed indicator, enabling the team to attain quick successes as well as establish more involved improvement goals. Most importantly, *Rising Star* allows the team to design a comprehensive ongoing plan and monitor the progress. After all identified tasks are completed, the web-based system prompts the improvement team to assess whether the objective (i.e., the indicator of effective practice) has been met. If met, the team must provide a status report describing evidence of completion levels. For objectives not met, the system prompts the team to develop additional targeted tasks that will lead to a fully met objective.

Rather than focusing improvement effort only on those areas identified by the last annual assessment as being weak, the continuous improvement process examines district- and school-wide professional practices and seeks to elevate performance across the spectrum, including the most recently identified areas of deficiency. Thus, rather than creating an improvement plan once a year, the team engages in a continuous

improvement process that requires ongoing assessment of current practice relative to indicators of effectiveness. This allows the team to plan immediate steps to reach full implementation and monitor progress accordingly.

Each of the eight essential elements is mapped to one of four focus categories as illustrated in the Table 1. Bidders are advised that proposals should be developed with the continuous improvement framework as the fundamental basis of all activities.

Table 1. Focus Categories and Essential Elements of Effective Education

Focus Categories		Essential Elements of Effective Education	
1	Continuous improvement	1	Comprehensive planning
2	Educator quality	2	Professional development
		3	Leadership
3	Learning environment	4	Conditions for learning
		5	Community and family engagement
4	Teaching and learning	6	Curriculum
		7	Instruction
		8	Assessment

B. **Service Delivery Cycle.** Highly competent professionals working together as members of designated *District Assistance Teams* and *Rapid Response Teams* will engage in a five-step problem-solving model that provides a cyclical approach for the team members and district administrators to promote rigorous continuous improvement. This approach requires teams to conduct the following activities.

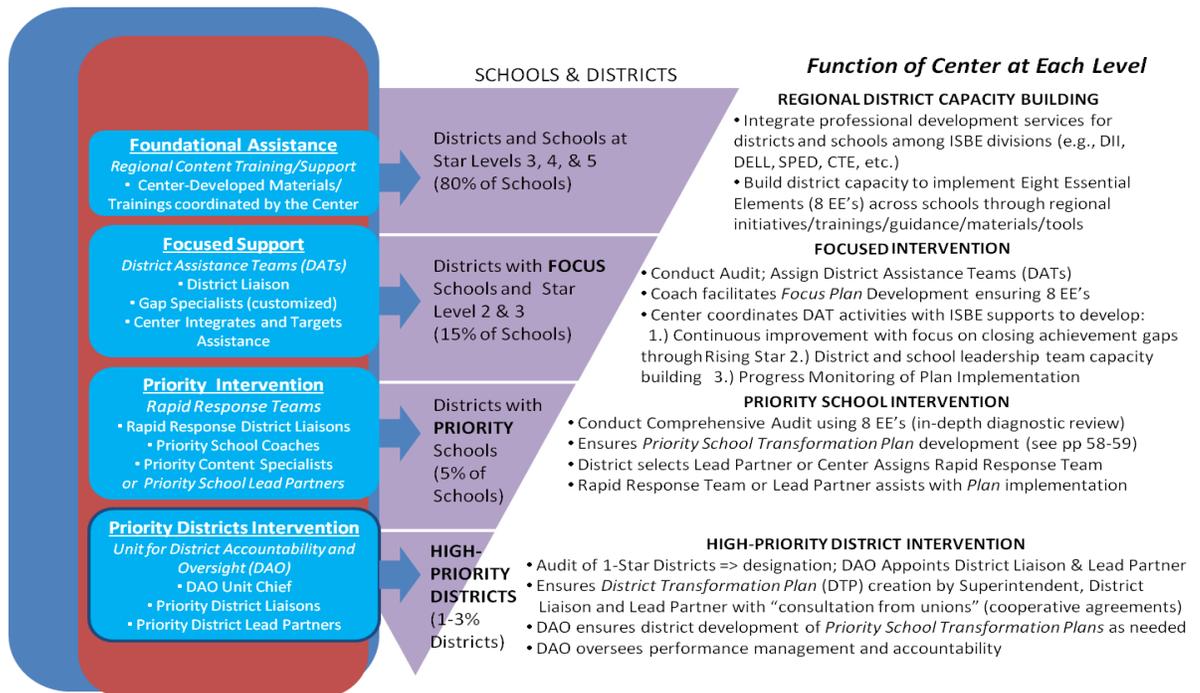
1. **Identify.** Using specific selection criteria, ISBE and The Center staff will determine which districts are eligible to receive specific levels of service (i.e., type, intensity, and duration).
2. **Assess.** SSOS and district staff will utilize the Rising Star continuous improvement process to assess LEA needs, identify areas of strength, and target areas for improvement. Team assessments will be based on the LEAs’ current levels of performance as measured by the indicators of effective practice. In addition, ISBE will contract with an independent entity to perform comprehensive audits of those schools designated as *focus* or *priority* schools (see Figure 3 below for an explanation of these terms) using a standardized review protocol that includes data analysis, classroom observations, and focus

groups. Audits will be followed by an assistive planning support session to debrief on the findings with districts.

3. **Plan.** LEA staff, with SSOS assistance, will develop a continuous improvement plan that incorporates the findings identified in the previous needs assessment phase and identifies support services necessary for success.
 4. **Support.** The Center staff will determine the differentiated services necessary to meet the identified needs.
 5. **Monitor.** SSOS staff will monitor the LEA to ensure that the prescribed services produce the intended results.
4. **Accountability System:** Illinois is in the process of transitioning to a new district and school accountability system that is grounded in a *multiple measure index*. Based on the assigned index score, school districts and schools will receive a performance designation that will be converted to a rating system illustrated by a number of stars (i.e., *star levels* - see Figure 3 for explanation). The star level rating will signal the types of supports and interventions a school district and/or school will receive from SSOS. The multiple measure index is explained in detail in Principle 2 of the Illinois ESEA Flexibility Request available at http://www.isbe.net/nclb_waivers/default.htm. Bidders are advised to review this information prior to proposal submission.

As identified below in Figure 3, the SSOS utilizes a tiered service delivery model and while all districts and schools are eligible to receive foundational level assistance, those districts and schools designated at lower star levels will receive more targeted services and intensive assistance.

Figure 3. Targeted Supports and Interventions for Districts



Definitions:

1. *Focus Schools:* Title I schools that have the largest within-school gaps between the highest-achieving subgroup or subgroups or, at the high school level, has the largest within-school gaps in graduation rates; or Title I schools that have a subgroup or subgroups with low achievement or, at the high school level, low graduation rates.
2. *Priority Schools:* Schools among the lowest five (5) percent of Title I schools in the state based on the achievement of the “all students” group in terms of proficiency on statewide assessments (i.e., Illinois Standards Achievement Test (ISAT) or the Prairie State Achievement Examination (PSAE)).

Illinois will use two methods to identify *focus* schools:

1. ISBE will identify schools in the state with the largest within-school gaps in achievement or largest within-school gaps in graduation rates at the high school level between the highest performing student group(s) and the lowest performing student group(s) for any of the following groups when compared to their counterpart group: racial and ethnic minority students, English language learners (ELLs), students with disabilities (SWD), or low-income students; **or**
2. ISBE will identify Title I schools in the state with persistently low performance levels demonstrating an average graduation rate of less than 60 percent for the most recent three consecutive years for any student group.

ISBE’s expectation is that the achievement gap for racial and ethnic minority students, ELLs, SWDs, low-income students, will be reduced by 50 percent over the next six years (i.e., by the end of FY 2018).

For districts that have the lowest performing five (5) percent of schools in the state (i.e., priority schools), ISBE, through The Center, will assign a rapid response team to the district. The team will include a district liaison, a school coach, and content specialists whose skill sets align with the needs identified via the comprehensive audit. Rapid response teams are selected in collaboration with ISBE and The Center staff, and they will be expected to utilize strategies that support school turnaround. The Center will provide ongoing training and professional development for rapid response teams and ensure that school districts with the lowest performing five percent of schools (i.e., priority schools) receive high-quality support and assistance. ISBE with assistance from The Center will incorporate the rapid response teams into the network of lead partners approved to work with schools funded by School Improvement Grants to help ensure the sharing of resources, tools, and best practices.

For districts with focus and priority schools, the school district will be required to partner with an external entity to engage in an in-depth diagnostic review that will lead to the development of a transformation plan. ISBE will prequalify a pool of external contractors that will be assigned to perform this comprehensive audit that carefully analyzes an LEA’s and a school’s current programs, practices, and policies to assess the overall presence or absence of the eight essential elements as well as review the school’s financial stability, human resources, and facilities. Using the results of this comprehensive audit, the school district, on behalf of the priority school, will then be required to submit a detailed school transformation plan that addresses all the following elements. The school district must ensure that their priority school:

1. Provides strong leadership by reviewing the performance of the current principal, either by replacing the principal if such a change is necessary to ensure strong effective leadership or by demonstrating to ISBE that the current principal has a track record in improving achievement and has the ability to lead the school when given flexibility in the areas of scheduling, staff, curriculum, and budget.
2. Implements a coherent, comprehensive, research-based, whole-school reform model that incorporates the requirements of the turnaround principles and has the greatest likelihood of increasing student achievement.
3. Aligns curriculum, instruction, and interim assessments with the Illinois Learning Standards.
4. Aligns sustained professional development with the curriculum and instruction to build rigor, foster student-teacher relationships, and provide relevant instruction that engages and motivates students.
5. Establishes strategies to improve student transitions from middle school to high school.
6. Develops and implements evidence-based discipline programs that minimize time out of school and/or class and cultivate a safe learning environment for students.
7. Provides for staff ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program. Professional development must be designed with school staff to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies.
8. Ensures that teachers have time to collaborate, plan, and engage in professional development within and across grades and subjects.
9. Designs and implements a rigorous, transparent, and equitable performance evaluation system for teachers and principals that takes into account data on student growth as a significant factor.
10. Recruits, hires, and places teachers and leaders who have a proven record of increasing student performance.
11. Secures parental commitment and involvement and increases parental capacity to support student engagement, motivation, and learning within the school, at home, and in the community.
12. Identifies and implements strategies that provide for increased learning time in core academic areas by lengthening the school day, week, and/or year.

After the plan has been approved by local stakeholders and the State Superintendent, then either the school district will select a lead partner that is preapproved by ISBE to lead interventions, or ISBE's Division of Innovation and Improvement through The Center will assign a rapid response team to support effective implementation of the transformation plan.

Contract Deliverables

The Center will have specific and significant responsibilities within the SSOS to ensure coordination and coherence of all of the human resources working within the state's regional delivery systems. The

Center must provide all labor and resources to meet these expectations, which may include, but are not limited to, the following activities:

1. Conducting a comprehensive examination/audit of the current SSOS to assess the overall structure, program effectiveness, human capital, and governance of the system in order to identify and address areas of need and inequity across the state and respond with a statewide plan for systemic improvement.
2. Implementing a performance management system that provides frequent, formative, and summative reports on The Center's effectiveness and its regional impact on improving student achievement.
3. Creating a communication infrastructure that will support clear and systematic communication between the SSOS and all its stakeholders (i.e., ISBE, ISBE Roundtable, ROEs, ISCs, CPS, director, managers, assistant directors, specialists, coaches, and partners).
4. Utilizing the eight essential elements and indicators of effective practice to design, develop, and disseminate a connected set of tools and resources that meet district needs and align technical assistance and services among the state's regional delivery systems including: the SSOS, the Rtl Network, ISTAC, IRC, IPA, IASB, and special education cooperatives.
5. Facilitating the statewide district and school continuous improvement planning process utilizing Rising Star on the Illinois Interactive Report Card.
6. Assessing and planning for the training and professional development needs of staff within and associated with The Center.
7. Ensuring that The Center and regional delivery systems are sufficiently and equitably staffed with well-trained regional service teams comprised of talented, highly competent coaches and interventionists responsive to identified district needs.
8. Working with an independent evaluator contracted by ISBE to assess the overall effectiveness of the SSOS as well as levels of service delivery.

Work Plan Requirements

Applicants must respond to each item listed below in the order presented. If the applicant's area of expertise does not correspond to all of the items, then a description of how the applicant intends to work with ISBE or another organization to effectively address the deficient components must be included in the proposal.

1. ***Design and Organization of the SSOS***
 - A. Describe how the applicant plans to conduct a comprehensive audit of the current SSOS to evaluate the overall structure, program effectiveness, human capital, and governance of the system in order to identify and address areas of need and inequity across the state and respond with a statewide plan for systemic improvement.
 - B. Describe the performance management system the applicant would put in place to provide frequent, formative, and summative reports on The Center's effectiveness, including but not limited to, regional impact on improving student achievement and metrics that would be used to document that the regional delivery system is providing expert, timely, and effective support to schools and districts.
2. ***Coordinating Activities and Resources***

- A. Describe how the applicant will use the state’s accountability system (Refer to Principle 2 of the Illinois ESEA Flexibility Waiver Request available at http://www.isbe.net/nclb_waivers/default.htm) as the foundation for providing differentiated services and resources to assist districts and schools.
- B. Describe the applicant’s plan to help ISBE integrate various improvement initiatives into a coordinated and comprehensive SSOS in order to better align and coordinate technical assistance among the Rtl Network, ISTAC, IRC, IPA, IASB, Learning Technology Centers (LTC), and Education for Employment systems (EFE), and special education cooperatives. Further information on EFES can be found at http://www.isbe.net/career/pdf/EFE_directory.pdf, and further information on LTCs can be found at <http://www.isbe.net/spec-ed/elearning/html/ltc.htm>.
- C. Describe the applicant’s plan to create a communication infrastructure that will support clear and systematic communication among all of the stakeholders that exist within the statewide system of support (i.e., ISBE, ISBE Roundtable, ROEs, ISCs, CPS, director, managers, regional assistant directors, specialists, coaches, and partners).

3. **Professional Development**

- A. Describe how the applicant will utilize the eight essential elements and indicators of effective practice to create, design, and disseminate a connected set of tools and resources that will support districts and schools with:
 - 1. Closing achievement gaps;
 - 2. Turning around low performing schools;
 - 3. Continuous improvement;
 - 4. Educator quality;
 - 5. Learning environment; and
 - 6. Teaching and learning.
- B. Explain how the applicant will assess and plan for the training and professional development needs of staff within and associated with The Center.
 - 1. Include information about standard components of the professional development design and the areas that will be customized to fit the Illinois SSOS.
 - 2. Describe how the applicant will evaluate the fidelity of implementation, quality, relevance, and utility/impact of the professional development provided.

4. **Staffing Plan**

- A. Provide information about the applicant’s plan to work with ISBE to create role descriptions for each person and team within the SSOS.
- B. Provide information about the applicant’s plans for recruiting, hiring, and developing staff as identified in Appendix A. In the description, identify how the applicant will ensure that individuals are represented among the staff that have expertise in working with SWDs, working with ELLs, working with racial and ethnic minorities, and working with low income populations.

- C. Describe the applicant’s plan to design and implement a rigorous, transparent, and equitable performance evaluation system for all personnel associated with the SSOS.

5. Evaluation Plan for the Statewide System of Support

- A. Describe the design and implementation of an evaluation plan that measures the effectiveness of the SSOS improvement practices as well as levels of delivery, dissemination, and replication of those practices across regions of the state and measures to ensure that the regional delivery system provides effective support within the SSOS (ISBE will provide separate funding to procure an external evaluation of the project).
- B. In addition, describe the plan for carrying out evaluation activities, including the evaluation of the training, technical assistance, and coaching services provided by the service providers, as well as the evaluation of the impact of the services through data collection at the district, school, and student levels within the participating district and school sites.

6. Organizational Capacity

- A. Describe the organization’s prior experience with turning around and improving student achievement in low performing schools. Include the theory of action that will guide and inform the organization’s practice. Specify the strategies proven to be most effective for stimulating rapid change that will be used.
- B. Provide specific examples, which can be substantiated with data, demonstrating successful and effective work with academically underperforming LEAs and schools, and provide evidence of ability to implement rapid and dramatic improvement in schools. Include student achievement data if available. Also include contextual information for each example (i.e., rural, urban, elementary, middle, high school, union involvement, school size, demographics, socioeconomics, change in performance measures etc.).
- C. Describe the applicant’s organizational structures, financial stability, and organizational capacity to deliver the services outlined in this RFSP.
- D. Describe the non-negotiable commitments and decision-making authority the applicant requires to successfully manage The Center.
- E. Provide a summary of the qualifications of the staff that would be involved in the project and list their specific experience and success with SSOS. Describe the degree to which these staff will be involved in the day-to-day work with The Center. In an appendix to the proposal, include one-page résumés for all individuals involved with this project.

7. Subcontractors

- A. Identify the subcontractors and partnership organizations that the applicant will use in the implementation of its program. Information on each proposed subcontractor and partnership organization must be provided in accordance with number five of the Contractual Terms and Provisions (Appendix B) of this RFSP.
- B. If the applicant proposes subcontractors, provide evidence that the applicant has carefully vetted the providers and programs and obtained reasonable assurance of their efficacy.

8. *Process for Hiring Project Personnel*

Assume the following conditions apply relative to project personnel and provide a response to the prompts listed below: full-time is defined as **one** individual, dedicated full-time and solely to that role. Salaries and other related personnel costs must be paid from the contract as indicated in the personnel terms established in Appendix A.

- A. Describe the process the applicant will follow, in conjunction with ISBE, to hire one, full-time center director to oversee and direct the daily operations of The Center.
- B. Describe the process The Center director, in conjunction with ISBE, will employ to hire three full-time center managers including one curriculum and instruction manger; one regional support manager; and one priority schools intervention manager, who will all report directly to The Center director.
- C. Describe the process The Center director and managers, in conjunction with ISBE, will use to hire 10, full-time regional assistant directors (to be housed in corresponding regional offices of education) who will report to The Center director.
- D. Describe the process The Center director, in conjunction with the ISBE and the curriculum and instruction manager, will use to staff the remaining content area specialist positions.
- E. Describe the process The Center director, in conjunction with ISBE and the priority schools intervention manager, will use to hire turnaround specialists.
- F. Describe the process The Center director, in conjunction with ISBE and the regional assistant directors, will use to hire the district liaisons and staff the district assistance teams.
- G. Describe the process The Center director, in conjunction with ISBE, the priority schools manger and turnaround specialists, will use to staff the rapid response teams.

Fiscal Information

One contract will be awarded in FY 2013 (year 1 of the project) in an amount not to exceed \$10,000,000. It is anticipated that the contract can be renewed for up to four (4) additional one-years periods (July 1 through June 30 for FYs 2014 through FY 2017), with an estimated annual amount of \$10,000,000 to \$14,000,000 available from ISBE to support the initiative. As previously stated, all annual contract amounts will depend on the needs addressed and scope of activities in each year and are contingent upon continued sufficient appropriation from federal school improvement funds allocated to ISBE under Title I Part A and Title I Part G of the Elementary and Secondary Education Act (ESEA) of 1965, as amended 20 U.S.C. 6821.

Required Expenses. Applicants **must** allocate funds for the following activities. All salaries, benefits, and office resources that may include, but are not limited to, the following positions:

1. One FTE Center Director (oversees/coordinates all Center operations).

2. One FTE Center Manager for Regional Support (oversees and coordinates the 10 Assistant Directors and their work).
3. One FTE Center Manager for Curriculum and Instruction (oversees and coordinates the content specialists work).
4. Center Manager for Priority Schools Intervention (oversees/coordinates the work of the Rapid Response Teams).
5. Rapid Response Teams (RRTs) which provide daily, onsite assistance for those schools designated as Priority Schools.
6. Chief Officer for District Accountability and Oversight (DAO) (oversees/coordinates the work done with state takeover districts and high priority districts).
7. DAO staff (provide onsite support and assistance to high priority districts).
8. All costs associated with statewide system of support activities including continuous improvement planning processes and targeted professional development.
9. All costs associated with Center communications (e.g., website, print materials).
10. All costs associated with technical assistance or professional development workshops, seminars or meetings.

The contractor may contribute local resources (e.g., in-kind contributions such as use of equipment, space in a building) for the project, but is not required to do so. If local resources will be contributed, these must be described in the proposal.

Allowable Expenses. Funds **may** be used for such purposes as:

1. Personnel related costs including salaries, benefit and purchased services for The Center staff and other personnel for which a need is clearly demonstrated in the proposal;
2. Consultant fees to develop, refine and implement the training, technical assistance and coaching activities;
3. Costs related to project staff travel in providing training, technical assistance and coaching services, including travel expenses of coaching teams in conjunction with their participation in and/or delivery of such services (please note the travel requirements below);
4. Costs related to professional development for project staff so they are able to continue to increase their knowledge, skills, and abilities in order to provide high-quality project services.
5. Supplies and materials costs associated with the development and provision of training, technical assistance and coaching, including translation, Braille and audio tapes as needed;
6. Room/facility rental associated with provision of training;
7. Interpreters and language translators at training sites;
8. Project evaluation activities;
9. Office space rental;
10. Purchase of equipment to support activities of the project (not to exceed three (3) percent of the total budget; it is expected that such purchases will primarily occur in year 1 of the project and therefore should not require an annual allocation of funds for equipment);

11. Postage, printing, duplicating, telephone and fax;
12. Advertising of training and technical assistance opportunities; and
13. Administrative costs (not to exceed 3 percent of the total budget).

Travel Requirements. Travel expenses, including mileage and where overnight stay is required, lodging and per diem, are subject to the state rates according to the Governor's Travel Control Board as outlined in the Reimbursement Schedule of the Travel Guide for State Employees and any annual changes found therein. The Travel Guide can be found at http://www.state.il.us/cms/2_servicese_oth/trvlguid.htm.

Non-allowable Expenses. Funds **may not** be used to:

1. Purchase of alcoholic beverages;
2. Supplant activities and services funded by other federal, state, and local sources; or
3. Cover costs of moving, remodeling or building.

Contract Renewal Terms. Annual funding in FY 2013 through FY 2017 will be contingent upon the following factors:

1. A sufficient appropriation for the program;
2. Satisfactory progress in the preceding contract period in relation to the goals, objectives and activities specified in the contract;
3. A continued need for contract funds as evidenced and documented by the evaluation.

Bidders must make a good faith effort to meet the Business Enterprise Program (BEP) 20% goal. This solicitation includes a specific BEP utilization goal of 20% based on the availability of certified vendors to perform the anticipated subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, ISBE will award this contract to a contractor that meets the goal or makes good faith efforts to meet the goal. Further information regarding the BEP goal requirements of this solicitation is included in Attachment 4.

Bidders must provide a budget proposal that clearly identifies anticipated expenditures for each year in the contract including the initial contract period and each of the four renewal periods.

Compliance with the Information Technology Accessibility Act

All information technology, including electronic information, software, systems and equipment, developed or provided under this contract, must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act at <http://www.dhs.state.il.us/iitaa>.

Submission Requirements

Proposals must be submitted in five parts as indicated in the table below. Each subpart of the proposal must be packaged separately and clearly labeled with the RFSP title, the bidder's name and the wording: "SEALED PROPOSAL - DO NOT OPEN."

Parts	Components	Copies
I.	Narrative Description of the Proposed Work	Original and seven (7) hard copies
II.	Cost Proposal	Original and seven (7) hard copies
III.	Certifications including: <ul style="list-style-type: none"> ♦ Standard Certifications ♦ Acknowledgement of Amendments or Addenda (applicable only when addenda is posted to the Illinois Procurement Bulletin) 	One (1) hard copy
IV.	Compact Discs (CDs)	<ul style="list-style-type: none"> ♦ Two (2) CDs that include Part I (Narrative Description of the Proposed Work) in a Microsoft® Word file ♦ Two (2) CDs that include Part II (Cost Proposal) in a Microsoft® Word file ♦ Two (2) CDs that include Part I (Narrative Description of the Proposed Work) in a PDF file ♦ Two (2) CDs that include Part II (Cost Proposal) in a PDF file
V.	Redacted Version	One (1) hard copy (Refer to Freedom of Information section below)

Freedom of Information

Proposals submitted in response to this RFSP are subject to public release under the [Illinois Freedom of Information Act \(FOIA\) \[5 ILCS 140\]](#) and other applicable laws and rules. Bidders *must* submit a redacted version of their proposal and *may* request that certain information in the proposal be exempt from public access. Accordingly bidders must reference the specific grounds under FOIA or other law or rule supporting their requests to exempt certain information. To indicate the redacted version, bidders must clearly label the proposal as “REDACTED VERSION” on the package and at the top of the document. Bidders are advised that this redacted version may be released by ISBE. Requests to exempt the entire proposal will not be honored. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of a proposal.

ISBE may not necessarily be allowed to release a redacted version of the proposal. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the State of Illinois Public Access Counselor before a denial can be made. ISBE will abide by the decisions of the Public Access Counselor.

Out-of-State Companies

Bidders must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract. It is the contractor's responsibility to be in compliance with the requirements of the Illinois Secretary of State. Non-Illinois bidders must contact the Secretary of State, Department of Business Services at (217)782-1834 regarding a Certificate of Authority to Transact Business in Illinois [805 ILCS 5/13]. Application forms requesting authority to transact business in Illinois can be accessed by downloading [Form BCA 13.15](#) from the following website.

http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html

Responsible Bidder

A "responsible bidder" must exist as a legal entity, be in good standing and must be authorized to do business in Illinois at the time a bid or proposal is submitted. Evidence of good standing can include Certificate of Good Standing, a copy of assumed name certificate from home county, etc.

[Public Act 96-0795](#) provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting, or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. The *Certifications and Assurances* section of this RFSP identifies the required certifications prior to entering into a contract with the State of Illinois.

Other factors that may be used to evaluate and determine if a contractor is a "responsible bidder" include, but are not limited to, certifications, conflicts of interest, financial disclosures, Federal Taxpayer Identification Numbers, past performance, references including those found outside the proposal, compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every proposal submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

Contractors 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. The State may terminate the contract, consistent with the termination provision of this contract, if the bidder lacks the financial resources to perform under the contract. ISBE may require that a bidder correct any deficiencies as a condition of further evaluation.

Illinois Procurement Bulletin

ISBE publishes procurement information including bid solicitations and notices regarding updates and changes in the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. Procurement information is not available in any other form or location. Bidders are responsible for monitoring the Bulletin for relevant information, changes, or updates. ISBE disclaims any responsibility for failure on the part of bidders to receive notification of procurement information.

Changes to the RFSP

ISBE reserves the right to rescind or amend the solicitation offered via this RFSP. Changes to the RFSP will be posted via amendments or addenda on the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. In the event that ISBE issues any changes to this RFSP,

acknowledgement of receipt of such changes must be made to ISBE in writing, signed by an individual authorized to legally bind the bidder and included in the package labeled "CERTIFICATIONS." If changes to the RFSP are not acknowledged, ISBE retains the right to reject the bid as non-responsive. Therefore, bidders are advised to check the Illinois Procurement Bulletin before submitting their proposals.

Opening of Proposals

Proposals will be publicly opened at 10:00 a.m. on July 16, 2012 at the ISBE Procurement Office, 100 North First Street, Springfield, Illinois 62777-0001. The contents of all proposals will remain confidential, and the contents will not be shared with competing bidders.

Bidders' Webinar

A bidder's webinar will be hosted by ISBE on Monday, June 11, 2012, at 10:00 a.m. (CDT) to discuss the RFSP and answer questions from potential applicants. To access the webinar, applicants should register at <https://www1.gotomeeting.com/register/291360744>. The bidder's webinar is not mandatory.

Contact Person

For more information on this RFSP, contact Katherine Sprague, Fiscal and Procurement Division, at (217)785-8777 (voice), (217)782-5727 (fax), or ksprague@isbe.net (e-mail) and courtesy copy Sherri Sullivan at ssulliva@isbe.net. Questions will be accepted up to five (5) business days prior to the due date of the proposal. All questions must be submitted in writing. Only written responses issued by the State to questions shall be binding on the State.

Pursuant to [Public Act 96-0795](#), any written or oral communication received by the contact person that imparts or requests material information or makes a material argument regarding potential action concerning this procurement will be reported to the Procurement Policy Board. Therefore, when an oral communication is initiated by a person required to register under the [Lobbyist Registration Act \[25 ILCS 170\]](#) and received by a State employee, all individuals who initiate or participate in the communication must submit to the State employee a written account of the discussion including the initiating inquiry. The purpose of the written account is to memorialize the communication and provide documentation for reporting to the Procurement Policy Board.

Protest Review Office

ISBE uses Section 1.5550 of the rules governing Standard Procurement for handling procurement protests. For further information, see 44 Illinois Administrative Code 1.5550 found at the website below.

<http://www.ilga.gov/commission/jcar/admincode/044/044000010R55500R.html>

All protests must be submitted in writing, be clearly labeled on the delivery envelope, and sent to the following address:

Protest Review Office
Division Administrator
Fiscal and Procurement Division W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Disclaimer

This RFSP does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received in response to this RFSP. At its sole discretion, ISBE also reserves the right to make a partial award and/or waive minor defects. Bidder registration to the Illinois Procurement Bulletin does not constitute an expectation of or right to a contract award.

ISBE will make all decisions regarding proposal compliance, evaluation of proposals, and contractual terms and conditions, and it will make decisions solely in the best interest of the State. ISBE reserves the right to judge and determine whether a proposal is compliant with and has satisfactorily met the requirements of the RFSP.

At ISBE's request, proposal revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. Any further information disclosed about the RFSP during this process will be provided to all bidders.

For the purpose of verifying the contents of the proposals, ISBE may request additional information, an inspection of the premises of the bidder and/or any proposed subcontractors, staff interviews, and content presentations. Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the solicitation requirements. Bidder cooperation in meeting these terms is required. ISBE reserves the right to reject at its sole discretion the proposals of non-cooperative bidders.

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists, and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract. Upon written request and after contract award, ISBE will release the winning contract and redacted version of the selected contractor's proposal. By law, bidders' scores are also subject to release whereby upon receipt of a written request, ISBE may release any or all bidders' scores.

The content matter of this RFSP is subject to legislative changes either by the federal or State government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then the following conditions will apply.

- ISBE reserves the right to negotiate modifications to the selected bidder's proposal reflecting such legislative changes; and
- ISBE shall have no obligation to provide those bidders not selected with the opportunity to modify their proposals to reflect such legislative changes.

Proposal Specifications and Format

Each proposal must be submitted in five parts according to the format outlined below. Each part must be submitted in a sealed package separate from the other parts with appropriate labels as directed in the *Submission Requirements* section of this RFSP. Please use the following as a checklist in assembling

the completed proposal. Bidders must provide all information requested in the narrative description and must address all points.

Proposal Specifications

Proposals must be prepared and submitted according to the following specifications:

- Pages must be 8.5" x 11" with print on one side only and 1" margins on the top, bottom, and both sides of the paper;
- Text in the proposal narratives must be typed and double spaced;
- Font must be 11-points or larger;
- Pages must be consecutively numbered;
- Page headers that identify the bidder (i.e., name of institution/firm and date of submission) on the proposal narratives and appendices must be included; and
- Proposals in spiral binding or submitted in binders will not be accepted. Binder clips are accepted.

Format

Part I Narrative Description. Bidders are advised that cost information must *not* be included within the narrative description.

___**A. Cover Page:** The cover page must contain the following information and must be signed by the official authorized to submit the proposal.

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

In addition, a business or organization that is a division or subsidiary of another organization must provide the following information.

1. Name and address of the parent company;
2. Name of chief executive officer;
3. Parent company's website address;
4. Type of organization (i.e., sole proprietor, corporation, partnership, etc.)
Type of organization should be reported the same as identified on the taxpayer identification form; (Attachment 5);
5. Length of time the parent company has been in business;
6. Annual sales for the most recently completed fiscal year (July 1 through June 30), if applicable;
7. Number of full-time employees;
8. State of incorporation, state of formation, or state of organization;

9. Location(s) and telephone numbers of the major offices and other facilities that are pertinent to the bidder's performance under the terms of this solicitation; and
10. Parent company's FEIN.

___B. **Executive Summary:** Provide a brief overview of the key elements in the proposal. Limit to ten (10) pages.

___C. **Work Plan and Timelines:** Respond to the items for The Center listed in the *Work Plan Requirements* section of this RFSP. Include timelines and work locations where applicable.

___D. **Contractor's Qualifications:** The proposal must include:

1. A description of the contractor's organization.
2. The qualifications and experience of the contractor and any staff assigned to the contract in performing work of a similar nature;
3. A list of all contracts including contract numbers that the contractor has had with ISBE during the past five years. (Do not include contracts with public entities such as Regional Offices of Education, schools, etc.); and
4. The names, addresses, and telephone numbers of four references from which the bidder has operated in a similar capacity. References may include a state department of education or district or school. These references must include administrators with which ISBE staff can speak. References should not be from ISBE employees or members of the Board). List the type of services performed and dates of service.
5. Bidder's good faith effort to meet Business Enterprise Program (BEP) goal of 20%.

___E. **Exceptions to the RFSP:** Contractual terms and provisions are set forth in Appendix A, and a bidder's signature on the cover page acknowledges review of and consent to the terms and provisions. The proposal must clearly identify suggested exceptions, if any, to the Contractual Terms and Provisions. Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. ISBE is under no obligation to accept exceptions or modifications suggested by the bidder or any subcontractors, and any exceptions or modifications will affect ISBE's evaluation of the proposal and may result in rejection. If the bidder or any subcontractors request exceptions or modifications, then all such exceptions or modifications must be submitted with the proposal. *Failure to resolve exceptions to the contractual terms within three (3) business days from ISBE's first contact with the bidder regarding the exceptions may preclude ISBE's further consideration of the bidder's proposal.*

Part II Cost Proposal.

___A. **Cover Page:** The cover page must contain the following information.

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

___B. Budget: A complete budget for the contract must be included. The budget must show line item expenditures for allowable expenditures as identified in the *Fiscal Information* section of this RFSP. Describe the expenditures for the entire contract period displaying each deliverable separately. Budgets will be reviewed to determine whether identified costs are reasonable and necessary. The selected bidder may be asked to modify the budget based on the review. The budget format used must provide the following information.

1. **Personnel costs:** Itemize the following for each category of personnel involved (i.e., management, professional, technical and support):
 - a. Estimated days of service;
 - b. Rate per day; and
 - c. Total cost per category and for all personnel.
2. **Supplies and materials:** Itemize supply and material costs.
3. **Travel:** Separate travel costs from per diem costs. Estimate the number of trips. Travel expenses, including mileage and, where overnight stay is required, lodging and per diem, are subject to the state rates according to the Governor's Travel Control Board as outlined in the Reimbursement Schedule of the *Travel Guide* for State Employees including any annual changes therein. The *Travel Guide* can be found at http://www.state.il.us/cms/2_servicese_oth/trvlguid.htm.
4. **Production Costs:** Itemize any production costs.
5. **Subcontracting information, if applicable:** Bidders are advised that the selected contractor will be required to provide copies of all subcontracts, where the total amount of the subcontract is cumulatively greater than \$25,000 over the term of the subcontract including any and all renewals, to ISBE within twenty (20) days of execution of a contract with ISBE.

Bidders are also advised that all subcontracts must include the same standard certifications, assurances, disclosures, and conflicts of interest as is required of the contractor. See Part III of the *Proposal Specifications and Format* section: *Certifications and Assurances*; Attachments 1-9 apply as applicable and are required of contractors and their subcontractors. **Indirect costs are not allowed.**

If subcontracting is proposed, then the following information is required:

- a. Name(s) and address(es) of subcontractor(s);
 - b. Need and purpose for subcontracting;
 - c. Measurable and time-specific services to be provided;
 - d. Associated costs (i.e., amounts to be paid under subcontracts);
 - e. FEIN for each subcontractor; and
6. **Renewals:** Provide budget for all possible renewals
 7. **Other Costs:** Itemize and provide specific information.
 8. **In-Kind or Other Funding:** If applicable, detail any in-kind contributions and/or funding proposed from sources other than ISBE and the LEA.
 9. **Total Costs.**

Part III ***Certifications and Assurances (Attachments 1 - 9).*** Complete and submit the following certification forms and provide other information as requested below. Forms must be signed by the official authorized to submit the proposal and to bind the bidder to its contents as applicable.

- ___A. Standard Certifications for Bidders and Subcontractors (Attachment 1)
- ___B. Disclosure of Conflict and Financial Interest (Attachment 2)
- ___C. Department of Human Rights Public Contract Number (Attachment 3)
- ___D. Minority, Female, Person with Disability Status and Subcontracting (Attachment 4)
- ___E. Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 5)
- ___F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment 6)
- ___G. Certification Regarding Lobbying (Attachment 7)
- ___H. Federal Funding Certifications and Assurances (Attachment 8)
- ___I. Subcontracting Information (Attachment 9)

___J. Certificate of Good Standing, a copy of assumed name certificate from home county, or other official documentation of proof that bidder is a legal entity in good standing and authorized to do business in Illinois.

Part IV *Compact Discs.* Submit according to the specifications outlined in the *Submission Requirements* section.

Part V *Redacted Version.* Submit according to the specifications outlined in the *Submission Requirements* section.

Criteria for Review and Approval of Proposals

A committee comprised of ISBE staff and external experts will review all proposals. The review committee may ask for additional information or clarification from bidders. Each proposal will be reviewed upon submission for completeness. Substantially incomplete proposals will not be reviewed. Below are the parts of the proposals that will be evaluated and their relative weights in point format.

After the initial review and scoring process, those bidders whose proposals scored at least 600 points on the narrative description will be deemed as finalists and will be required to deliver a proposal presentation to ISBE representatives.

Proposals may receive up to a maximum score value of 1000 points. Those proposals receiving the highest overall scores will be considered in rank order.

Part I: Criteria for Narrative Description – 800 points

Each narrative description of all proposals received will be evaluated and ranked independently of the cost proposal.

- A. **Work Plan:** The total number of points available for the work plan is 550. The bidder's work plan will be evaluated against the scope of work outlined in this RFSP and in accordance with the following criterion.
1. Demonstrated expertise in developing and administering comprehensive audits of complex systems and a plan to audit the Illinois SSOS.
 2. Demonstrated expertise in designing a performance management system that supports the frequent review of data related to program and system effectiveness.
 3. Demonstrated experience with delivering high quality differentiated services to districts and schools to support continuous improvement.
 4. Sufficient evidence that the bidder has a well-defined and comprehensive plan for how to bring greater coordination and coherence to the services, activities, and resources that currently exist within the SSOS to ensure timely, relevant, and high quality services to districts in need of improvement.
 5. Demonstrated expertise in developing effective communication systems to support collaboration and information sharing among stakeholders.
 6. Demonstrated success using an indicator-based education framework, such as the eight essential elements and indicators of effective practice, to help districts:
 - a. Close achievement gaps;
 - b. Turnaround low performing schools;
 - c. Cultivate effective learning environments; and
 - d. Improve teaching and learning.

7. Sufficient evidence that the bidder has a well-defined and comprehensive plan for how to provide comprehensive professional development for all staff working within the SSOS.
 8. Demonstrated experience and knowledge of how to design an effective performance evaluation system and translate that experience into a system for the current Illinois SSOS.
- B. **Qualifications:** The total number of points for qualifications is 200. The qualifications of the bidder's proposed staff, including their education, work experience, knowledge, and skills, will be judged against the qualification requirements outlined in the RFSP and in accordance with the following criteria.

There is evidence that the bidder:

1. Identified sufficient staff with the proper qualifications, credentials, and/or experience, and a proven record to successfully and effectively oversee the SSOS.
2. Has sufficient fiscal and management capacity to undertake all activities described in the RFSP.
3. Demonstrated that it has carefully vetted all providers and programs incorporated into its proposal, obtained reasonable assurance of their efficacy, and only targeted program elements that further the objectives of The Center.

Part II: Proposal Presentation – 250 points

The total number of points available for the proposal presentation is 250. Each entity that receives at least 80 percent of the 750 points available for the narrative description (i.e. 600 points) will be asked to provide a presentation to ISBE staff to expound on the information provided in the proposal. Each proposal presentation will be evaluated and ranked independently of the narrative description and cost proposal.

The bidder's presentation will be evaluated against the scope of work outlined in this RFSP and in accordance with the following criterion.

1. Demonstrated expertise in the areas articulated in the scope of work.
2. Evidence of effective management of multiple complex projects to achieve high stakes and high visibility goals.
3. Evidence of state level activities, including policy development and program implementation related to district and school improvement.
4. Evidence of proactive program management skills, including establishing and monitoring deliverables, schedules, and budgets.
5. Ability to represent the agency and interact with a variety of stakeholders at the state and local levels.
6. Demonstrated commitment to partnerships with ISBE and the state's regional delivery system.

Part III: Criteria for Cost Proposal

Cost will be the determining factor between otherwise substantially similar proposals.

This solicitation includes a specific Business Enterprise Program (BEP) utilization goal of 20% of the contracts. In addition to the other award criteria established for this solicitation, ISBE will award this contract to a contractor that meets the goal or makes good faith efforts to meet the goal. Further information regarding the BEP goal requirement in this solicitation is included in Attachment 4.

Subcontracting is allowed under this agreement.

If ISBE does not consider the proposed cost to be fair and reasonable, and it cannot negotiate to an acceptable cost, then ISBE reserves the right to cancel the award and take appropriate action to meet its needs. ISBE will determine whether the cost is fair and reasonable by considering the proposal, including the bidder's qualifications; the bidder's reputation; the cost proposed; other known prices; the project budget; and other relevant factors. Proposals received and not awarded will be retained by ISBE during the contract period. ISBE reserves the right to award additional contracts if performance of contractors selected is unsatisfactory; a contractor withdraws; or the contract is terminated by mutual agreement.

Appendix A. Personnel Terms

Positions	Full Time Equivalencies (FTE)	Function	Reports To	Located	Responsibility for Personnel Related Costs Associated with Positions	
<i>Where FTE is indicated, positions require one, full-time individual dedicated solely to the job duties.</i>						
The Center Director	1.0 FTE	Oversee and direct the daily operations of The Center	The contractor and ISBE	The Center headquarters	The contractor	
Chief Officer for District Accountability and Oversight (DDAO)	1.0 FTE	Oversee and direct the daily operations of DDAO	The contractor and ISBE	The Center headquarters	The contractor	
District Accountability and Oversight Staff	7.0 FTE	Provide onsite support and assistance to high priority districts	Chief Officer for District Accountability and Oversight	The Center headquarters	The contractor	
Unit Managers: 1. Curriculum & Instruction Manager 2. Regional Support Manager 3. Priority Schools Intervention Manager	3.0 FTE	Manage the daily operations of the: 1. Content Area Specialists 2. Regional Assistant Directors 3. Turnaround Specialists	The Center Director	The Center headquarters	The contractor	
Regional Assistant Directors (RADs)	10.0 FTE	Manage and oversee the daily operations of the District Assistance Teams and Coaches within the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	The Manager for Regional Support	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	FY 2013	ISBE grant funds to designated SSOS regions to fund existing SSOS Coordinators.
						Once Regional Assistant Directors are hired, the contractor assumes all personnel expense up to \$1 million
					FY 2014	The contractor: Total amount up to \$1.5 million
					FY 2015	The contractor: Total amount up to \$1.5 million
					FY 2016	The contractor: Total amount up to \$1.5 million
FY 2017	The contractor: Total amount up to \$1.5 million					

Positions	Full Time Equivalencies (FTE)	Function	Reports To	Located	Responsibility for Personnel Related Costs Associated with Positions	
					Fiscal Year	Costs
Content Area Specialists for each of the following areas: 1. English Language Arts (5-6 people); 2. Mathematics (5-6 people); 3. Data/Assessment (5-6 people); and 4. Learning Supports (5-6 people)	20.0 - 24.0 FTE	Develop and manage the full implementation of professional development, technical assistance, tools, and resources in the identified content areas to assist District Assistance Teams, Rapid Response Teams, and Coaches with their improvement efforts with schools and districts.	The Manager for Curriculum & Instruction	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, 3 ISCs, and CPS)	FY 2013	ISBE grant funds to designated SSOS regions
					FY 2014	The contractor: Total amount up to \$3 million
					FY 2015	The contractor: Total amount up to \$3 million
					FY 2016	The contractor: Total amount up to \$3 million
					FY 2017	The contractor: Total amount up to \$3 million
Turnaround Specialists	5.0 - 20.0 FTE Exact FTE to be determined based on district need	Oversee the implementation of the transformation plans in districts with schools identified for priority services.	The Manager for Priority Schools Intervention	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	FY 2013	The contractor: Total amount up to \$1.5 million
					FY 2014	The contractor: Total amount up to \$3 million
					FY 2015	The contractor: Total amount up to \$3 million
					FY 2016	The contractor: Total amount up to \$3 million
					FY 2017	The contractor: Total amount up to \$3 million
Rapid Response Team (RRT) Members	15.0 to 60.0 Positions RRT members may work a minimum of 0.25 FTE	Support District Leadership teams with the implementation of transformation plans in schools identified for priority services.	Turnaround Specialists	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, 3 ISCs, and CPS)	FY 2013	ISBE grant funds to designated SSOS regions
					FY 2014	ISBE grant funds to designated SSOS regions
					FY 2015	ISBE grant funds to designated SSOS regions
					FY 2016	ISBE grant funds to designated SSOS regions
					FY 2017	ISBE grant funds to designated SSOS regions
District Liaisons	To be determined based on district need, but estimated at 15.0 to 60.0 FTE	Oversee and coordinate the work of the district assistance teams.	The Regional Assistant Directors	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	FY 2013	The contractor: Total amount up to \$1.5 million
					FY 2014	The contractor: Total amount up to \$ 4 million
					FY 2015	The contractor: Total amount up to \$ 4 million
					FY 2016	The contractor: Total amount up to \$4 million
					FY 2017	The contractor: Total amount up to \$4 million

Positions	Full Time Equivalencies (FTE)	Function	Reports To	Located	Responsibility for Personnel Related Costs Associated with Positions	
District Assistance Team Members	30.0 to 120.0 Positions District Assistance Team members may work a minimum of 0.25 FTE	District Assistance Teams will facilitate the ongoing continuous improvement of the school district and its focus schools. Teams will be comprised of individuals who have expertise in closing achievement gaps. Teams will be staffed based on the identified needs of the focus schools.	District Liaisons	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	FY 2013	ISBE grant funds to designated SSOS regions
					FY 2014	ISBE grant funds to designated SSOS regions
					FY 2015	ISBE grant funds to designated SSOS regions
					FY 2016	ISBE grant funds to designated SSOS regions
					FY 2017	ISBE grant funds to designated SSOS regions
Coaches	10.0 - 60.0 Positions Coaches may work a minimum of 0.50 FTE	Assist districts with development and implementation of continuous improvement plans using Rising Star.	Regional Assistant Directors	Located respectively in each of the ten geographically designated SSOS regions of the state (i.e., six ROEs, three ISCs, and CPS)	FY 2013	ISBE grant funds to designated SSOS regions
					FY 2014	ISBE grant funds to designated SSOS regions
					FY 2015	ISBE grant funds to designated SSOS regions
					FY 2016	ISBE grant funds to designated SSOS regions
					FY 2017	ISBE grant funds to designated SSOS regions

Contractual Terms and Provisions

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

- 1. Definitions.** The following definitions shall apply to the contractual terms and provisions set forth below:

"Agreement" shall mean and refer to the contract entered into between ISBE and the Contractor for the performance of the Services. The Agreement shall include, without limitation, the terms set forth in this Appendix to the RFSP.

"Confidential Information" is defined in Section 8 below.

"Contractor" shall mean and refer to the contractor selected through this RFSP.

"Cost Proposal" shall mean and refer to the cost proposal approved by ISBE for inclusion in the Agreement, based upon the cost proposal submitted by the Contractor in accordance with the RFSP.

"Custom Work Product" is defined in Section 7 below.

"Embedded Software" is defined in Section 7 below.

"ISBE" shall mean and refer to the Illinois State Board of Education.

"Laws" is defined in Section 16 below.

"Parties" shall mean and refer to the Contractor and ISBE. "Party" shall mean and refer to either the Contractor or ISBE.

"Proposal" shall mean and refer to the proposal approved by ISBE for inclusion in the Agreement, based upon the proposal submitted by the Contractor in accordance with the RFSP.

"Services" shall mean and refer to the services and requirements to be performed by the Contractor in accordance with the Proposal.

“Term” shall mean and refer to the period from the date of execution of the Agreement (but no earlier than July 20, 2012 through June 30, 2017, subject to earlier termination as provided in the Agreement.

2. **Performance of the Services.** The Contractor shall perform the Services (i) with a high degree of skill, care, and diligence; (ii) in accordance with the highest professional standards; and (iii) in accordance with any schedule of deliverables set forth in the Proposal. The Contractor shall provide all personnel, materials, and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State.
3. **Post Performance Review.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor’s performance in accordance with the Agreement. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.** For purposes of this section, subcontractors are those individuals or entities specifically hired to provide to the Contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract.
5. **Designation of Subcontractors.** If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE’s prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
 - Name(s) and address(es) of subcontractor(s);
 - Need and purpose for subcontracting;
 - Measurable and time-specific services to be provided;
 - Associated costs, i.e., amounts to be paid under subcontracts;
 - Federal Employer Tax Identification Number for each subcontractor;If contractor chooses to subcontract with an entity for more than \$25,000 annually, the contract between the contractor and their subcontractor that was proposed on the proposal must contain the standard certifications and disclosures and conflicts of interest (Attachment 1). ISBE must have a copy of each subcontract the contractor has listed on their proposal within twenty (20) days of execution of the contract between ISBE and Contractor.
 - Standard Certifications and Disclosures and Conflicts of Interest must be completed and signed by any subcontractor.

Subcontractor Requirements. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through, or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs, or expenses resulting from such acts or omissions. Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments. Each subcontract agreement for a portion of the Services shall contain a provision specifically identifying ISBE as a third party beneficiary of such subcontract.

A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Contractor's and subcontractor's risk.

All subcontractors must include the standard certifications and disclosures and conflicts of interest, completed and signed by the subcontractor.

6. Reporting. During the Term, the Contractor will provide quarterly progress reports due to ISBE on the 1st of September, December, March, and June. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

7. Rights to Work Product.

a) Definitions.

1. "Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation, and the like) and other data, materials, and products created by the Contractor on behalf of ISBE and in furtherance of the Services.
2. "Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.

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

8. Confidential Information.

- a) Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and

the like), and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who was free to disclose it.

- b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize, or disclose such Confidential Information to any third party without the other Party's prior written approval provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark, or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- c) Student Records. The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

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

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

10. **Default and Termination.**

- a) Termination for Convenience: ISBE may terminate this Agreement upon ten (10) days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore. ISBE shall have the right to receive so much of the work product as has been created by the Contractor through the

effective date of the notice of termination, and May, at its election, procure such work as may be necessary to complete the Services from other contractors.

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

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of \$500.00 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided; however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISBE. Said amount is a good faith estimate of damages based on average salary, staff commitment, and time allocation to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISBE from claiming damages for subsequent failures to meet the time schedule.

- 11. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent, or other intellectual property right.
- 12. Insurance.** The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:

 - a) A broad form Commercial General Liability Insurance Policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

- b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased, and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
- c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease.
- d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to , systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

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

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

- a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
- b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall

immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.

14. **Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.
15. **Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, chief procurement officer, internal auditor, the purchasing entity (ISBE), and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.
16. **Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.
17. **Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
18. **No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or

condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

19. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). 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. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, 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.
21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.
22. **Solicitation and Employment.** Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.
23. **Background Check.** ISBE may require the Contractor to conduct name based criminal history background checks or driver history background checks of any of Contractor's officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.
24. **Ethics Training.** The Contractor shall, at least annually, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE's Ethics Officer by a date determined by ISBE on an annual basis.
 - a. **Anti-Trust Assignment.** If Contractor 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 Contractor shall assign to the State all right, title, and interest in and to the claim or cause of action.
 - b. **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

Standard Certifications for Bidders and Subcontractors**1. Introduction**

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and each subsection applies to subcontractors used on this contract. Contractor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years including the initial term and all renewals, Contractor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

As part of each certification, Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certifications requirements, one or more of the following sanctions may apply:

- The contract may be void by operation of law,
- The State may void the contract, and
- The Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

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

2. Legal Ability to Contract

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

- a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
- b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.

- c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).
- d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- e) If Contractor employs 25 or more employees and this contract is worth more than \$5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor is an individual and this contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).
- g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.
- h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items. (30 ILCS 105/15a).
- i) Contractor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- j) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- k) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- l) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- m) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.
- n) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they 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. The Contractor acknowledges failure to comply can result in the contract being declared void.
- o) Contractor certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
- p) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- q) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- r) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
- s) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- t) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- u) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- v) The contractor certifies in accordance with (30 ILCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).
- w) Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- x) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).

- y) Contractor 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 contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- z) Contractor 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).
- aa) Contractor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- bb) Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43), and as applicable has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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

4. State Board of Elections

Section 20-160 (b) of the Illinois Procurement Bulletin (30 ILCS 500) states "Every bid submitted to and every contract executed by the State on or after the effective date of this amendatory Act of the 95th General Assembly shall contain a) a certification by the bidder or contractor that either (i) the bidder or contractor is not required to register as a business entity with the State Board of Elections pursuant to this Section; or (ii) the bidder or contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration; and (b) a statement that the contract is voidable under Section 50-60 for the bidder's or contractor's failure to comply with this Section." This Act was effective 01-01-2009.

Please check the appropriate box below:

The Contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Business entity is defined in 30 ILCS 500/50-37 as any entity doing business for profit, whether organized as a corporation, partnership, sole proprietorship, limited liability company or partnership, or otherwise. Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(or)

The Contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

IMPORTANT: If the Contractor certifies that it has registered as a business entity with the State Board of Elections then the official certificate **MUST** be included in Subpart III: Certifications and Assurances. If the registration certificate is not included, then ISBE shall reject the bid.

Signature of Contractor

Name of Contractor

Title

Date

Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

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

If the Contractor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Contractor and the parent organization. For purposes of this form, a parent organization is any entity that owns 100% of the Contractor.

Section 50-13. Conflicts of Interest.

- a) **Prohibition.** It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois (\$106,447.20), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income, or (ii) an amount in excess of the salary of the Governor (\$177,412.00) to have or acquire any such contract or direct pecuniary interest therein.
- c) **Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor (\$354,824, to have or acquire any such contract or direct pecuniary interest therein.
- d) **Securities.** Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- e) **Prior interests.** This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- f) **Exceptions.**
 - 1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - 2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois

University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.

- 3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
- 4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
- 5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Healthcare and Family Services, the Department of Public Health, or the Department of Aging.

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

CHECK ONE:

- No conflict of interest.
- Potential conflict of interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that directly or is associated indirectly with the conflicted individual.

Part II – Disclosure of Financial Interest in the Vendor

Ownership Disclosure (30 ILCS 500/50-35)

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

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

Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

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

- a) State employment, currently or in the previous three (3) years, including contractual employment of services.
- b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.
- 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 three (3) years.
- d) Relationship to anyone (spouse, father, mother, son or daughter) holding elective office currently or in the previous two (2) years.
- 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 three (3) years.
- f) Relationship to anyone (spouse, father, mother, son or daughter) holding appointive office currently or in the previous two (2) years.
- g) Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.
- h) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a registered lobbyist in the previous two (2) years.
- i) Compensated employment, currently or in the previous three (3) years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
- j) Relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

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

Part III: Disclosure of Business Operations with Iran *(All Contractors must complete this section).*

In accordance with 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:

- a) 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

- b) 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. ISBE may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

Check one of the following items, and if the second item is checked disclose the required information.

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:

Contractor's Name
(printed) _____

Official authorized to sign on behalf of VENDOR:

Name (printed) _____ Title _____

Signature _____ Date _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-101) If you employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed proposal for one **prior** to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): _____

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

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

NOTICE: Please be aware that, as of January 1, 2010, per Public Act 096-0786, all those filing for, or renewing an IDHR number will be charged a \$75.00 registration fee. Such registration will be valid for five years from the date of issuance.

Proposal forms may be obtained by:

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

Name of Company: _____

By: _____

Date: _____

Attachment 4, 4a and 4b Instructions

Attachment 4 outlines the Agency BEP policy in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

Utilization Plan: This must be completed whether subcontracting is allowed or not. All bidders complete the top of the form through the “person responsible for compliance” section. If subcontracting is not allowed, per the RFSP contractual terms, then the bidder either checks the first box that they are a recognized BEP firm, or all boxes are left blank. If subcontracting is allowed, per the RFSP contractual terms, then at least one box must be checked. You may check more than one box, if you are a BEP firm and you intend to utilize another BEP firm as a subcontractor.

Section I: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Section II: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Section II B: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms. If subcontracting is not allowed, per the RFSP contractual terms, then leave blank.

Attachment 4a: This form must be completed only if subcontracting is allowed, per the RFSP contractual terms, and prime vendor intends to utilize a BEP recognized subcontractor. Otherwise, leave blank.

Attachment 4b: All bidders must complete this form.

Minority, Female, Persons with Disability Status and Subcontracting

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

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

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

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

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

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

The following subsections are guidelines for the Vendor's response to Attachment 4 and Attachment 4a (the Utilization Plan). A format for the Utilization Plan is included as the last two pages of this Attachment. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. **The Utilization Plan must be submitted in a separate, sealed envelope or container within the Offer Container.**

- a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.
- b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.
- c) The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.
- d) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:
 - (1) The name and address of each certified vendor to be used;
 - (2) The name of the agency/organization that has certified the vendor as disadvantaged, minority or woman business enterprise (i.e., CMS Business Enterprise Program, Women's Business Development Center, etc.). At the time of proposal submission, the Certified Vendor may not yet be certified with

CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** (The criteria for eligibility: The business is at least 51% owned and controlled by a minority, woman, or person with disability, the owner is a U.S. citizen or resident alien, and the annual gross sales and receipts of the business are under \$27 million.)

- (3) A detailed description of the commercially useful work to be done by each certified vendor;
 - (4) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;
 - (5) A letter of intent (Attachment 4a) between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;
 - (6) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
-
- e) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.
 - f) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.
 - g) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.
 - h) The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

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

- a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal.

A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

- c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- f) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - (2) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- g) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the

performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

- a) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.
 - (2) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
 - (4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
 - (5)
 - a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.
 - b. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
 - (6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
 - (7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

- (8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (9) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- b) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
 - c) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

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

- a) The Utilization Plan may not be amended without the Agency's prior written approval.
- b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- c) Substitutions of a certified vendor shall be permitted under the following circumstances:
 - (1) Unavailability after receipt of reasonable notice to proceed;
 - (2) Failure of performance;
 - (3) Financial incapacity;
 - (4) Refusal by the certified vendor to honor the bid or proposal price or scope;

- (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - (6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - (7) The certified vendor's withdrawal of its bid or proposal; or
 - (8) Decertification of the certified vendor.
- d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 3 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- i) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**Utilization Plan
Response to Attachment 4**

The following Utilization Plan is _____ 's (the Vendor) response to Attachment 4 – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

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

We acknowledge the requirements of Attachment 4, Minority, Female, Person with Disability Status and Subcontracting, and are submitting this Utilization Plan with the proposal.

We understand that compliance with Attachment 4 is an essential part to this contract and that the Utilization Plan will become part of the contract, if awarded.

Vendor's person responsible for compliance with Attachment 4:

Name: _____
Title: _____
Telephone: _____ extension _____
Email: _____

We submit one (1) of the following statements:

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

Section I
Utilization of Certified Vendors

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

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

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

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

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

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

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

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

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

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment 4a.

- (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 ISBE). **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 ISBE' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to ISBE 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 bidder is required to submit this signed and notarized *Letter of Intent (LOI)* from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal. LOIs 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 bid 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.

Name of Prime Vendor: _____

Address: _____
 City _____ State _____ Zip Code _____

Telephone: _____ Fax: _____ Email: _____

Name of Certified Vendor: _____

Address: _____
 City _____ State _____ Zip Code _____

Telephone: _____ Fax: _____ Email: _____

Project Name: _____

Project/Solicitation Number _____

Type of agreement Services Supplies Both Services/Supplies

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

Period of Performance: _____

Proposed Contract Amount \$ _____

Proposed Subcontract Amount \$ _____

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 Illinois State Board of Education, 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 _____, 2012.

Subscribed and sworn before me this
_____ day of _____, 2012.

Notary Public
My Commission expires: _____

Notary Public
My Commission expires: _____

Minority, Female, Person with Disability Status and Subcontracting

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

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

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

If "Yes," check each that applies:

Category:
 Minority _____
 Female _____
 Person with Disability _____
 Disadvantaged _____

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

Certifying Agency:	Category:
Department of Central Management Services	Minority _____
Women's Business Development Center	Female _____
Chicago Minority Business Development Council	Person with Disability _____
Illinois Department of Transportation	Disadvantaged _____
Other (please identify)	_____

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

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

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

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

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

NAME (As shown on your income tax return)		BUSINESS NAME (If different from your income tax form)	
Check appropriate box	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Governmental	<input type="checkbox"/> Estate or Trust
	<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonresident Alien
	<input type="checkbox"/> Limited Liability (D=disregarded entity, C=corporation, P=partnership)		<input type="checkbox"/> Tax Exempt <input type="checkbox"/> Other
ADDRESS (Number, Street, and Apt. or Suite Number)	CITY	STATE	ZIP CODE
Part I – Taxpayer Identification Number (TIN). Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).			Social Security Number/Employer ID No.

Part II – Certification. Under penalties of perjury, I certify that:

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

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

- | | |
|---|---|
| <p>a) As part of each certification, VENDOR acknowledges and agrees that should VENDOR or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:</p> <ul style="list-style-type: none"> • the contract may be void by operation of law, • the State may void the contract, and • the VENDOR and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. <p>Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.</p> | <p>h) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted within the last 5 years 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 or if the VENDOR is in violation of Subsection.</p> |
| <p>b) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.</p> | <p>i) The VENDOR certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.</p> |
| <p>c) VENDOR is not in default on an education loan (5 ILCS 385/3) or in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p> | <p>j) VENDOR certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).</p> |
| <p>d) VENDOR (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) 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, or (ii) 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, (30 ILCS 105/15a).</p> | <p>k) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act.</p> |
| <p>e) VENDOR certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.</p> | <p>l) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).</p> |
| <p>f) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the VENDOR has made an admission of guilt of such conduct which is a matter of record.</p> | <p>m) VENDOR certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).</p> |
| <p>g) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony.</p> | <p>n) 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).</p> <p>o) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).</p> |

- p) 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).
- q) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- r) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- s) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction (30 ILCS 583).
- t) VENDOR complied with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
- u) In accordance with Information Technology Accessibility Act (30 ILCS 587), 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/itaa.
- v) VENDOR certifies that it is not in violation of (30 ILCS 500/50-14.5) which states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- w) VENDOR warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits VENDORS and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No.1 (2007)).
- x) VENDOR certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- y) To the extent there was a incumbent VENDOR providing the services covered by this contract and the employees of that VENDOR that provide those services are covered by a collective bargaining agreement, 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). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- z) Vendor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- aa) VENDOR has disclosed 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 of Article 50 of the 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, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- bb) 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 3 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of 3 years from the later of final payment under the term or during the 3 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 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 Paragraph.
- cc) VENDOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). VENDOR will not make a political contribution that will violate these requirements. These requirements are 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.

In accordance with section 20-160 of the Illinois Procurement Code,

VENDOR certifies as applicable:

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

or

VENDOR has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, VENDOR acknowledges a continuing duty to update the registration as required by the Act.

dd) AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. 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 (1) 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 or (2) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

ee) VENDOR warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the VENDOR and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) 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.

VENDOR warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. VENDOR shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

ff) The VENDOR shall 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 certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from VENDOR's negligent performance; or (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.

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).

ENTIRE CONTRACT: This Contract, with attachments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

TELEPHONE NUMBER (Include Area Code)	PRINT NAME (First, Middle, Last)	TITLE
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_____ /
Date

Signature

ILLINOIS STATE BOARD OF EDUCATION

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

<i>Organization Name</i>	<i>PR/Award Number or Project Name</i>
<i>Name and Title of Authorized Representative</i>	
<i>Signature</i>	<i>Date</i>

Instructions for Certification

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

ILLINOIS STATE BOARD OF EDUCATION

Certification Regarding Lobbying

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

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

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

Organization Name

PR/Award (or Application) Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Federal Funding Certifications and Assurances

1. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):**

As required by OMB, Vendor certifies that it:

- a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- d) Will initiate and complete the work within the applicable time frame.
- e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
 - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis
 - iv. of handicap;
 - v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
 - vi. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
 - vii. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
 - ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
 - x. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*

- f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
- g) Will comply with all other federal statutes applicable to the project, including but not limited to:
- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,
 - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - v. Executive Order 11593, which relates to identification and protection of historic properties;
 - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
 - vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C, as amended.

9. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Signature

Printed Name

Date

Subcontracting Information

- 1) This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.
- 2) For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

3) Vendor shall describe below the names and addresses of all authorized subcontractors to be 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

4) The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

5) All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: