

January 2009

TO: Potential Bidders

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

SUBJECT: REQUEST FOR SEALED PROPOSALS (RFSP): Data Analyst/Programmer and
Technical Consultant: Early Childhood Division

General Information

Eligible Bidders: Individuals with knowledge about data analysis/reporting and database queries are eligible to apply.

Fiscal Information: All funds for this project will be paid from state appropriations. It is estimated that the scope of the work will require the contractor to work approximately 2 to 2.5 days per week for 18 weeks.

Contract Period: The contract period will begin no sooner than March 2, 2009, and will extend from the execution date of the contract until June 30, 2009. The contract may be renewed for a series of consecutive one-year renewals not to exceed four (4) years contingent upon 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.

Receipt of Proposals: Proposals will be received, by mail or in person, in the Fiscal Services Division of the Illinois State Board of Education until 4:00 p.m., on February 18, 2009.

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

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

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

package, "CERTIFICATIONS" on one package, "CD's" on one package and "REDACTED VERSION" on the fifth package.

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

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

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

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

Opening of Proposals: Proposals will be publicly opened at **10:00 a.m., on February 19, 2009**, at the Illinois State Board of Education, 100 North First Street, Springfield, Illinois 62777-0001. The content of all proposals will remain confidential and the contents will not be shared with competing offerors.

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

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

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

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

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists and no work shall begin until the contract has been finalized and

signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract. Upon a written inquiry and after a contract award, ISBE will release the winning contract and redacted version of the winner's proposal. If also requested, then ISBE will release the score of the winning contractor and the bidder's score.

The subject matter of this RFSP is subject to legislative changes 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 (i) ISBE reserves the right to negotiate modifications to the successful bidder's proposal reflecting such legislative changes; and (ii) ISBE shall have no obligation to provide unsuccessful bidders with the opportunity to modify their proposals to reflect such legislative changes.

Background

Section 1C-2 of the School Code (105 ILCS 5/1C-2) establishes the Early Childhood Block Grant to be administered on a competitive basis. For children from birth to age 3 years, this block grant provides funding for Prevention Initiative for Programs Offering Coordinated Services to At-Risk Children and Their Families (birth to age 3 years) to include a parental training component. For children from 3 to 5 years of age, this block grant provides funding for the Prekindergarten Program for Children at Risk of Academic Failure and the Preschool for All Children program.

In FY 2009, the ECBG was funded at \$380 million. Thirty-seven percent (37%) of the appropriation is allocated to City of Chicago School District 299. Eleven percent (11%) of the total appropriation must be allocated to programs serving children from birth to age 3 years. There are 1,061 Early Childhood programs funded outside the city of Chicago.

Further information about the ECBG programs can be found in Appendix A and by accessing <http://www.isbe.net/earlychi/default.htm>.

Scope of the Work

As the number of Early Childhood programs has grown, it has become important to integrate existing data from various databases and formats and to have the ability to query them easily in response to questions posed internally and externally. The purpose of this RFSP is to hire an individual who will provide data consultant services to develop standard reports and deliver ad hoc reports from various ISBE and public systems such as the following.

- Student Information System (SIS). ISBE and IBM have developed and implemented a statewide student information system. FY 2009 is the first year that Early Childhood data elements were included in the system and enrollment became a requirement of the Early Childhood Block Grant.
- Financial Reimbursement Information System (FRIS). This system processes budgets, disbursements, expenditures, and other grant project fiscal information.
- Electronic Grant Management System (eGMS). This system was developed in FY 2005 and is an electronic grant processing system which interfaces with FRIS. The application contains both programmatic and budgetary information. A data extract (in XML format) is available for the Early Childhood eGrant application.
- Accountability Liaison Reporting System. This web application contains prekindergarten program site visit information.
- Illinois Early Childhood Asset Map (IECAM). This is a public website containing Early Childhood program information from which reports can be extracted.

More information about SIS, FRIS, and eGMS may be found on the ISBE website at www.isbe.net.

The contractor must have SQL knowledge and experience necessary for writing the queries and procedures for the reports. The contractor will fulfill requests from Illinois Early Childhood advocates, the Early Childhood Accountability Liaison project, Erikson Institute, and the Early Childhood Division at ISBE and be able to communicate well with non-technical staff. The contractor will be responsible for transmitting data files to outside entities as directed by the Early Childhood Division. The contractor will be located at ISBE's Springfield office (100 North First Street), and it is estimated that the scope of the work will require the contractor to work approximately 2 to 2.5 days per week.

Due to the nature of the work required, prior successful experience with activities similar in scope as those called for in this RFSP and the qualifications of the individual will be a crucial consideration in awarding of the contract.

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 (see <http://www.dhs.state.il.us/iitaa>).

Proposal Format

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

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

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

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

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

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

___ **2. Proposal Abstract:** Briefly describe the overall objectives and activities of the project.

___ **3. Work Plan:** Describe in narrative or other appropriate format the plan for accomplishing the work as outlined under "Scope of Work". Include resume and describe how previous

experience and responsibilities detailed there will contribute to the applicant's effectively accomplishing the required activities.

- ___ **4. Exceptions to the RFSP:** Each bidder must carefully review and understand the contractual terms and provisions set forth in Appendix B. The proposal must clearly identify suggested exceptions if any, to the contractual terms and provisions. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. ISBE is under no obligation to accept exceptions or modifications suggested by the bidder (or any third parties/subcontractors), and any exceptions or modifications will affect ISBE's evaluation of the proposal and may result in rejection.** If the bidder (or any third parties/subcontractors) does wish to suggest exceptions or modifications, then all such exceptions or modifications must be submitted with the proposal. Failure to resolve exceptions to the contractual terms within three (3) business days from ISBE's first contact with the bidder regarding the exceptions may preclude ISBE's further consideration of the bidder's proposal.
- ___ **5. Contractor's Qualifications:** The proposal must include:
- a description of the contractor's organization;
 - the qualifications and experience of the contractor and the individual assigned to the contract in performing work of a similar nature;
 - a list of all contracts (including contract numbers) that the contractor has had with the State Board of Education during the past five years (do not include contracts with public entities such as ROEs, schools, etc.); and
 - the names, addresses and telephone numbers of three business references from companies where similar services have been provided (these references should not be from Illinois State Board of Education employees or members of the Board). List the type of services performed and dates of service.

Part II: Cost Proposal

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

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

- ___ **2. Budget:** Indicate the hourly rate for the candidate programmer/analyst for the fiscal year, and compute the total time-and-materials cost.

	<u>Hourly Rate</u>	X Days	Total
FY 2009 (March 2, 2009 – June 30, 2009)	_____	45 days	_____

The Illinois State Board of Education has the option of renewing the contract for up to four years pending satisfactory performance and sufficient appropriation for the program. If the Illinois State Board of Education elects to renew the contract, then please specify the rate per hour for each renewal period.

	Hourly Rate
FY 2010 (July 1, 2009 – June 30, 2010)	_____
FY 2011 (July 1, 2010 – June 30, 2011)	_____
FY 2012 (July 1, 2011 – June 30, 2012)	_____
FY 2013 (July 1, 2012 – June 30, 2013)	_____

Indirect costs are not allowed.

Part III: Certification and Assurances (Attachments 7): Each bidder is required to submit the following forms. These must be signed by the official authorized to submit the proposal and to bind the bidder to its contents, as applicable.

- Standard Certifications (Attachment 1)
- Disclosure of Conflict of Interest (Attachment 2)
- Department of Human Rights Public Contract Number (Attachment 3)
- Drug-Free Workplace (Attachment 4)
- Business Enterprise Program (Attachment 5)
- Disclosure of Business Operations with Government of Iran (Attachment 6)
- Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 7)

Criteria for Review and Approval of Proposals

Each narrative description of all proposals received will be evaluated and ranked independently of the cost proposal. The criteria for review for each part are listed below.

Part I: Criteria for Narrative Description

Below are the elements that will be evaluated, their relative weights in point format and any minimum point requirements. The total number of points for the narrative portion of the proposal is 800.

Each written narrative proposal will be evaluated on the following criteria. Candidates must receive a minimum of 320 points in order to receive a telephone interview. The resume of the candidate will be evaluated against the minimum qualifications as follows:

Written Narrative Proposal 400 points

Qualifications (maximum 400 points): The resume of the candidate programmer/analyst will be evaluated against the minimum qualifications as follows:

- | | |
|--|--------------|
| • Microsoft SQL Server 2000/2005 | 120.0 points |
| • Crystal Reports (9.0, 11.5) | 80.0 points |
| • Project management experience | 40.0 points |
| • Experience in providing user training and customer support | 50.0 points |
| • Knowledge of FRIS, eGMS, and SIS | 40.0 points |
| • Knowledge of Early Childhood programs and projects | 40.0 points |
| • Excellent communication skills | 30.0 points |

After each written narrative proposal is evaluated and points assigned, ISBE will conduct telephone interviews with each individual candidate that was ranked or received at least 320 points, as indicated above. Each candidate interviewed will be asked the same questions about the breadth and depth of their qualifications. The results of the interviews will be rated using the criteria and point system below. The telephone interviews will receive a maximum of 400 points.

Telephone Interviews 400 points

- | | |
|----------------------------------|--------------|
| • Microsoft SQL Server 2000/2005 | 120.0 points |
| • Crystal Reports (9.0, 11.5) | 80.0 points |

- Project management experience 40.0 points
- Experience in providing user training and customer support 50.0 points
- Knowledge of FRIS, eGMS, and SIS 40.0 points
- Knowledge of Early Childhood programs and projects 40.0 points
- Excellent communication skills 30.0 points

Part II: Criteria for Cost Proposal

ISBE will open and evaluate the cost proposals for those narrative proposals and interviews that have a cumulative score of 640 points or above.

There are 200 points available for the Cost Proposal. Cost will be determined using the following formula:

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

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 the agency's needs. ISBE will determine whether the cost is fair and reasonable by considering the proposal, including the bidder's qualifications; the bidder's reputation; cost submitted; other known prices; the project budget; and other relevant factors.

Early Childhood Block Grant Programs

PREKINDERGARTEN PROGRAM FOR CHILDREN AT RISK OF ACADEMIC FAILURE

Section 2-3.71 of the School Code (105 ILCS 5/2-3.71) authorizes the Illinois State Board of Education to fund educational programs for children ages 3 to 5 years who are not age-eligible for kindergarten (i.e., age 5 on or before September 1 of the school year in which the early childhood program is to be implemented) and who are identified as being at risk of academic failure. These programs must also provide parents of participating children with educational and involvement opportunities.

In operation since 1985, the prekindergarten at-risk initiative serves children who, because of their home and community environment, are subject to such language, economic and like disadvantages that they have been determined, through a screening process to be at risk of academic failure. A disproportionate share of all children considered to be at risk come from low-income families, including low-income working families, homeless families, families where English is not the primary language spoken in the home or families where one or both parents are teenagers or have not completed high school. However, neither a child's membership in a certain group nor a child's family situation should determine whether that child is at risk.

PRESCHOOL FOR ALL CHILDREN

Public Act 94-1054 amended Section 2-3.71 of the School Code (105 ILCS 5/2-3.71) to establish the Preschool for All Children program and provide funding for two years (i.e., 2006-07 and 2007-08). The goal of the Preschool for All Children program is to provide educational services to all 3- to 5-year-old children whose families choose to participate.

The Preschool for All Children program replaces funding in FY 2007, FY 2008, FY 2009, and FY 2010 that would be available for new grants under the Prekindergarten Program for Children at Risk of Academic Failure. Like its predecessor program, the Preschool for All Children initiative focuses on providing high-quality educational programs for children who are determined to be at risk of academic failure. It also will provide funding for programs serving families of low to moderate income whose children are not considered to be at risk academically and other families that choose to participate. Preschool for All Children programs must serve only 3- to 5-year-old children who are not age-eligible for kindergarten (i.e., age 5 on or before September 1 of the school year in which the Preschool for All Children program is to be implemented).

In awarding Preschool for All Children grants, the Illinois State Board of Education must address two legislatively mandated priorities.

- First priority in awarding grants must be given to applicants that propose to serve primarily children who have been identified as being at risk of academic failure. At-risk children are those who, because of their home and community environment, are subject to such language, cultural, economic and like disadvantages that they have been determined, as a result of screening procedures, to be at risk of academic failure. A disproportionate share of all children considered to be at risk come from low-income families, including low-income working families, homeless families, families where English is not the primary language spoken in the home or families where one or both parents are teenagers or have not completed high school. However, neither a child's membership in a certain group nor a child's family situation should determine whether that child is at risk.

"Programs serving primarily at-risk children" are defined as those programs which:

1. Have 51 percent or more of the enrolled children identified as at risk;

2. Prioritize at-risk students over non-at-risk students when making enrollment decisions; and
 3. Have taken specific, proactive measures to ensure that parents of potentially at-risk children in the community are aware of the availability of the opportunity for preschool education through the program.
- Second priority in awarding grants must be given to applicants proposing to serve primarily children whose family's income is less than four times the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services (HHS) under the authority of 42 U.S.C. 9902(2).

"Programs serving primarily children whose family meets income guidelines" are defined as those programs serving 51 percent or more children from families with incomes below the maximum levels, with less than 51 percent of those children also identified as at risk.

PREVENTION INITIATIVE FOR PROGRAMS OFFERING COORDINATED SERVICES TO AT-RISK CHILDREN AND THEIR FAMILIES

Section 2-3.89 of the School Code (105 ILCS 5/2-3.89) provides for grants to establish programs which offer coordinated services to at-risk infants, toddlers and their families. In accordance with the ECBG, 11 percent of the block grant funding must be provided to the Prevention Initiative for Programs Offering Coordinated Services to At-Risk Children and Their Families be used to for programs for children ages birth to 3 years. The aim of the prevention initiative is to create a partnership to support the development of infants and children by focusing on the child and family through a network of child and family service providers. The program was established in 1988.

PARENTAL TRAINING FOR PARENTS OF CHILDREN FROM BIRTH TO KINDERGARTEN

The parental training program, also established in 1988, provides for the establishment of programs for parents with children from birth to kindergarten enrollment age to address areas identified in Section 2-3.71a of the School Code (105 ILCS 5/2-3.71a). Up until July 1, 2006, these programs were funded separately from other programs in the ECBG. After this time, any parental training services are provided through preschool education programs established under Section 2-3.71 of the School Code or prevention initiative programs established under Section 2-3.89 of the School Code. Parental training programs funded previous to July 1, 2006, may still apply for continuation funding on a year-to-year basis.

Contractual Terms and Provisions

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

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

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

"Confidential Information" is defined in Section 7 below.

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

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

"Custom Work Product" is defined in Section 6 below.

"Embedded Software" is defined in Section 6 below.

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

"Laws" is defined in Section 15 below.

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

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

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

"Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than March 2, 2009 through June 30, 2009, 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 and Final Payment.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the agreement. Funds may be expended only for activities occurring during the Term.

4. **Subcontractor.**

- a) Designation of Subcontractors. If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:

- name(s) and address(es) of subcontractor(s);
- need and purpose for subcontracting;
- measurable and time-specific services to be provided;
- associated costs, i.e., amounts to be paid under subcontracts;
- Federal Employer Tax Identification Number for each subcontractor.

- b) 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.

5. **Reporting.** During the Term, the Contractor will provide monthly progress reports, due to ISBE on the last day of each month. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment, together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

6. **Rights to Work Product.**

- 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, and (b) can be used completely free of the Custom Work Product Content and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.
- 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.

7. 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.

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

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

9. Default and Termination.

- a) Termination for Convenience: ISBE may terminate this Agreement upon fifteen (15) 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.
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10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.

11. Insurance *(for non-government entities only)*. The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:

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

bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

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

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

- 12. Key Persons.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in the Proposal are key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:
- 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.
- 13. Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are

not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.

- 14. Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services, and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.
- 15. Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.
- 16. Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 17. No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 18. Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
- 19. 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.
- 20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.
22. **Solicitation and Employment.** Vendor 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. Vendor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Vendor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.
23. **Background Check:** The State may conduct or may require Contractor to conduct criminal and driver history background checks of Vendor's officers, employees or agents. 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. **Anti-Trust Assignment:** If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

STANDARD CERTIFICATIONS

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

1. Legal Ability to Contract

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

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

- i) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- j) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- k) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- l) Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.
- m) Contractor certifies in accordance with Public Act 93-0575 (30 ILCS 500/50-14) that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
- n) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State Contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a state Contract (30 ILCS 500/50-25).
- o) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- p) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
- q) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- r) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- s) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State

under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

- t) The contractor certifies in accordance with (30 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).
- u) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- v) Vendor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).
- w) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- x) 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).
- y) 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.

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

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

- a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or

women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.
- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3. 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 (1) 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 (2) 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). 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).***

Signature of Contractor

Name of Contractor

Title

Date

DISCLOSURE OF CONFLICT & 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, we will determine whether we can grant an exception to the prohibition and allow any award to stand. Show this conflict of interest information immediately following the statutory language.

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

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 is associated directly or 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

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(Attach extra sheets if necessary)

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

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

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

(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed) _____ Title _____

Signature _____ Date _____

Department of Human Rights (DHR) Public Contract Number

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

Name of Company (and DBA): _____

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

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

NOTICE: Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0. If your organization holds an expired number, you must re-register with DHR by completing the required form.

Proposal forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at www.sell2.illinois.gov.
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: _____

ILLINOIS STATE BOARD OF EDUCATION

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

Name of Contractor

Printed Name and Title of Contractor's Authorized Representative

Date

Signature of Authorized Representative

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

Attachment 5

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:

Department of Central Management Services
Women's Business Development Center
Chicago Minority Business Development Council
Illinois Department of Transportation
Other (please identify)

Category:

Minority	_____
Female	_____
Person with Disability	_____
Disadvantaged	_____

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

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

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

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

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

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

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

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

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

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

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

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ILLINOIS STATE BOARD OF EDUCATION
Fiscal & Procurement Services
100 North First Street, W-380
Springfield, Illinois 62777-0001

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

NAME (As shown on your income tax return)

BUSINESS NAME (If different from above)

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

ADDRESS (Number, Street, and Apt. or Suite Number)

CITY

STATE

ZIP CODE

Part I – Taxpayer Identification Number (TIN)

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

Social Security Number/Employer ID No.

Part II – Certification

Under penalties of perjury, I certify that:

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

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

- 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.).
- VENDOR is not in default on an education loan (5 ILCS 385/3).
- VENDOR has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made with out the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 year have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500-50-10.5).
- VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting State agency may declare the contract void if this certification is false (30 ILCS 500/50-11) or if VENDOR or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30ILCS 500/50-60).
- VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500-12) and acknowledges that failure to comply can result in the contract being declared void.
- VENDOR certifies, in accordance with Public Act 93-0575 (30 ILCS 500/50-12), that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

- 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.
- 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).
 - VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
 - VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
 - VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
 - 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).
 - VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States ((720 ILCS 5/33E-3, 5/33E-4)).
 - 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).
 - 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).
 - VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
 - VENDOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).

TELEPHONE NUMBER (Include Area Code)

NAME (Please Print: First, Middle, Last)

TITLE

Date

Signature

