

**STATE OF ILLINOIS**  
**REQUEST FOR PROPOSAL**

Chief Procurement Office

Vendor Portal

Procurement Bulletin Reference # 22030412

---

The State of Illinois Chief Procurement Office (“CPO, Agency,” “University,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for Offer’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

**Brief Description:**

The CPO Office is seeking proposals for a web based hosted solution to create a Vendor Portal (VP) to serve as the primary location for the entering, organizing, and reviewing of vendor information. The VP will allow prospective vendors to provide certifications, disclosures, registrations, and other documentation needed to do business with a State agency or university in advance of any particular procurement. The State will use information submitted through the VP to prequalify vendors in advance of submitting bids and offers for contracts. Upon satisfactory enrollment in the VP, vendors will be emailed a registration number identifying the time and date of their prequalification.

The resulting contract with the awarded vendor shall have an initial term of three years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years. Subject to the maximum total term limitation, the CPO has the option to renew for the following terms: 7 one-year renewals.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

**Please adhere to Form and Content of Proposal requirements or offers may not be considered.**

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

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

**Instructions for Submitting Offers ..... A**

How to Enter Information..... A.1.

Published Procurement Information ..... A.2.

Solicitation Contact..... A.3.

Offeror Questions and Agency Response ..... A.4.

Required Meetings ..... A.5.

Offer Due Date, Time and Address for Submission of Offers ..... A.6.

Organization Required ..... A.7.

Submission of Offers..... A.8.

Security ..... A.9.

Small Business Set Aside..... A.10.

Minority Contractor Initiative..... A.11.

Federal Funds..... A.12.

Employment Tax Credit ..... A.13.

Governing Law and Forum..... A.14.

Public Records and Requests for Confidential Treatment..... A.15.

Reservations ..... A.16.

Award..... A.17.

References ..... A.18.

Invoicing Address..... A.19.

Protest Review Office ..... A.20.

Evaluation Process..... A.21.

Minorities, Females and Persons with Disabilities Participation and Utilization Plan ..... A.22.

**Selection of Vendor ..... B.**

**Offer ..... C.**

**Section 1 - Specifications/Qualifications/Statement of Work..... 1.**

**Section 2 - Pricing.....2.**

**Attachments**

State Board of Elections Registration ..... AA

Authorized to Do Business in Illinois ..... BB

Illinois Department of Human Rights Public Contracts Number ..... CC

Standard Terms and Conditions ..... DD

Supplemental Provisions .....	EE
Subcontractor Disclosure.....	FF
Standard Certifications .....	GG
Financial Disclosures and Conflicts of Interest .....	HH
Disclosure of Business Operations in Iran .....	II
Business and Directory Information .....	JJ
References .....	KK
Solicitation Contract Terms and Conditions Exceptions.....	LL
Taxpayer Identification Number .....	MM
Minorities, Females and Persons with Disabilities Participation and Utilization Plan .....	NN
Vendor Portal Data Elements .....	OO

**A. INSTRUCTIONS FOR SUBMITTING OFFERS**

**A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.

**A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us/](http://www.procure.stateuniv.state.il.us/)), Transportation Procurement Bulletin ([www.dot.il.gov/desenv/transprocbulletin.html](http://www.dot.il.gov/desenv/transprocbulletin.html)) or the Illinois Capital Development Board Bulletin ([www.cdb.state.il.us/procurement.shtml](http://www.cdb.state.il.us/procurement.shtml)) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.

**A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided to any other person.

Solicitation Contact: Tricia Leezer	Phone: 217/558-3756
Agency/University: Chief Procurement Office – General Services	Email: tricia.leezer@illinois.gov
Street Address: IEPA, 1021 N. Grand Avenue East	
City, State Zip: Springfield, IL 62702	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

**A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than 12PM on April 1, 2013. Questions received and Agency/University responses will be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

**A.5. REQUIRED MEETINGS**

Offeror Conference/Site Visit:  Yes  No

Mandatory Attendance:  Yes  No

Conference Location: Capital City Training Center  
Lower Level Conference Room  
130 West Mason Street  
Springfield, IL 62702  
1:00 PM to 3:00 PM  
March 26, 2013

**A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: April 11, 2013

Time: 2:00 p.m. CST

A.6.2. Offer Firm Time: The Offer must remain firm for 120 days from opening.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency/University: Chief Procurement Office – Higher Education	<b>“Sealed Proposal – Do Not Open”</b>
Attn: Shirley Webb	Project Title & Reference #: Vendor Portal, Procurement Bulletin Reference # 22030412
Address: 401 South Spring Street, Suite 522	Due Date & Time: 2:00 p.m. CST; April 11, 2013
City, State Zip: Springfield, IL 62706	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

**A.7. ORGANIZATION REQUIRED:** Offers must be submitted in three packets. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and applicable attachments. Separately seal each packet.

A.7.1. **OFFEROR’S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK** – Packet 1

A.7.2. **OFFEROR PRICING OFFER** – Packet 2

A.7.3. **ATTACHMENTS AA through CC, FF through KK, and MM** – Packet 3, Tab 1

A.7.4. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS** – Packet 3, Tab 2

**Offeror Supplemental Provisions** (This does not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a offeror’s position or, for example, an offeror’s licensing agreement).

A.7.5. **ATTACHMENT LL – TERMS AND CONDITIONS EXCEPTIONS** - Packet 3 Tab 3

A.7.5.1. Exceptions must be provided on this page (Terms and Conditions Exceptions Form) or must be in a substantially similar format.

A.7.5.2. The CPO discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror’s offer.

**A.7.6. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN - Packet 4**

**A.7.7. REDACTED COPY OF ENTIRE PROPOSAL – Packet 5**

**A.8. SUBMISSION OF OFFERS:** Offer must be submitted in three separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The three separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in three individual/shipping boxes. The three portions of the Offer should not be included on one CD or USB. Pricing must be on a separate CD or USB unless otherwise instructed.

<b>Subject Matter</b>	<b># of Originals</b>	<b># of Hard Copies</b>	<b># of CDs or USBs</b>
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	6	1
PRICING – PACKET 2	1	3	1
OTHER FORMS AND CDs/USBs – PACKET 3	1	1	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4	1	2	1
REDACTED COPY OF ENTIRE PROPOSAL, INCLUDING PRICING – PACKET 5  (MUST BE IN A SEPARATE SEALED ENVELOPE AND CLEARLY MARKED “REDACTED PROPOSAL”)	0	0	1

**A.9. SECURITY:** Performance Bond: \$ N/A If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

**A.10. SMALL BUSINESS SET-ASIDE:**  Yes  No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit ([http://www2.illinois.gov/cms/business/sell2/Pages/Registration\\_Certification.aspx](http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx)).

**A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

- A.12. FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.
- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Vendor may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PARTS 1, 4, 6 & 8) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at ([www.purchase.state.il.us](http://www.purchase.state.il.us)).
- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- A.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and

Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin indentifying the apparent most responsive/responsible Offeror.

- A.18. REFERENCES:**  Yes  No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, who can attest to Offeror’s experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References: government or private sector / state agency or public university preferred

Number of Each Reference Type: 3 references must be from the last 3 projects that were similar in scope to the work requested in this proposal

- A.19. INVOICING ADDRESS:** Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University Executive Ethics Commission  
Attn: Jeris Gordley  
Address: 401 South Spring Street, Suite 513  
City, State Zip: Springfield, IL 62706

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency’s/University’s Illinois tax exemption number and federal tax exemption information.

- A.20. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office Phone: (217) 558-3724  
Attn: Protest Review Office Facsimile: (217) 558-2164  
401 S. Spring Street  
Suite 515 Stratton Office Building Illinois Relay: (800) 526-0844  
Springfield, IL 62706

- A.21. EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

A.21.1. **RESPONSIVENESS:** A responsive offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications, and provide any required documentation.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

A.21.1.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.

A.21.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.3. The State will determine whether offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a offerof correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the offeror is a "Responsible" offeror; a

offeror with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business who contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder’s probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.

A.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.21.3. **PRICE:** The State identifies the lowest priced Offer that meets, Responsibility and Responsiveness requirements.

**A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:** This solicitation contains a 21% goal to include businesses owned and controlled by minorities, females, and

persons with disabilities in the State's procurement and contracting processes. Failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

BEP Liason: Michelle Casey

Phone Number: 217/524-0246

Email Address: Michelle.Casey@illinois.gov

Vendors who submit Offers for State contracts shall not be given a period after the Offer opening date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

**A.23. PROPOSED TIMELINE:**

March 26, 2013, 1:00 PM to 3:00 PM Central Time – Vendor Portal Conference

April 1, 2013, 12:00 PM Central Time – Written Questions to be Received

April 11, 2013, 2:00 PM Central Time – Proposals Due and Opened

April 30 and May 1, 2013 – Vendor Demonstrations

May 6, 2013 – Notice of Award Published

**B. SELECTION OF VENDOR**

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 800. Offerors must attain 500 points in Proposed Solution and Project Management to qualify for Demonstrations and Price evaluation.

B.4.2. Demonstrations – The presentations may be conducted via video conference or in person. The Offeror is responsible for all costs associated with providing the demonstration. The CPO will work with the Offeror to schedule the presentation.

**B.4.3. RESPONSIVENESS ELEMENTS**

<u>Category of Specification</u>	<u>Maximum Points Available</u>	<u>Requirement Number</u>
1. PROPOSED SOLUTION	400	S.1 through S.15
2. PROJECT MANAGEMENT	200	P.1 through P.3
3. DEMONSTRATIONS (if qualifying)	200	

- B.5.** The total number of points for Price is 400. The State will determine Price points using the following formula:

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

- B.6.** The maximum number of points is 1200 (Responsiveness 800 + Price 400).

**STATE OF ILLINOIS  
OFFER**

---

**C.** Project Title / Reference #: Vendor Portal / IPB Reference # 22030412

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

**C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes  No

**C.2. ADDENDA:** Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes  No  N/A

**C.3. OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

Yes  No  N/A

**C.4. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes  No

**C.5. BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes  No  N/A

**C.6. SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes  No  N/A

**C.7. PACKET 1:**  Yes  No

- 7.1. Offeror's Proposed Solution to Meet the State's Requirements  Yes  No
- 7.2. Milestones and Deliverables  Yes  No
- 7.3. Offeror/Staff Specifications  Yes  No
- 7.4. Transportation and Delivery Terms  Yes  No  N/A
- 7.5. Subcontracting Disclosed  Yes  No  N/A
- 7.6. Where Services Are to Be Performed  Yes  No  N/A

**C.8. PACKET 2 – PRICING:**

Yes  No

**C.9. PACKET 3:**  Yes  No

- 9.1. Offer  Yes  No
- 9.2. Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG  Yes  No  N/A
- 9.3. Illinois Department of Human Rights Public Contracts Number  Yes  No
- 9.4. Supplemental Terms and Conditions  Yes  No
- 9.5. Subcontractor Disclosure  Yes  No
- 9.6. Standard Certifications  Yes  No
- 9.7. Financial Disclosures and Conflicts of Interest  Yes  No
- 9.8. Disclosure of Business Operations in Iran  Yes  No
- 9.9. Business Directory Information  Yes  No
- 9.10. References  Yes  No  N/A
- 9.11. Offeror Provided Additional Material, Confidential Documents and Exceptions  Yes  No
- 9.12. Taxpayer Identification Number  Yes  No

**C.10. PACKET 4 – MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN**

Yes  No

**C.11. PACKET 5 – REDACTED COPY OF ENTIRE PROPOSAL**

## C.12. PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this section and a description of why the preference applies. Agency/University reserves the right to determine whether the preference indicated applies to Offeror.

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other State (30 ILCS 520).
- Illinois Mined Coal Act (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veteran's Preference (330 ILCS 55).

Items that Qualify and Explanation: [Click here to enter text.](#)

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

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

## 1. SECTION 1 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

**1.1 GOAL:** The State of Illinois Chief Procurement Office (CPO) is seeking proposals to create a web-based hosted Vendor Portal to serve as the primary location for entering, organizing, updating and reviewing specific vendor information.

### 1.2 SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1 The Chief Procurement Office is pursuing establishment of the VP under authority of 30 ILCS 500/15-35.

<http://ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003005000HArt%2E+15&ActID=532&ChapterID=7&SeqStart=4900000&SeqEnd=5650000>

#### 1.2.2 Background

The State of Illinois has four Chief Procurement Officers (CPO for Transportation, CPO for the Capital Development Board, CPO for Institution of Higher Education, and CPO for General Services) that have all procurement authority for more than \$10 billion in annual purchases. The four chief procurement officers comprise the Chief Procurement Office (CPO). While ensuring that each transaction follows the requirements of the Illinois Procurement Code and Administrative Rules, the CPO also develops, implements, and manages policies to ensure procurements are transparent, fair, and in the best interest of the state.

The State's current procurement process requires that vendors provide certain certifications, disclosures, registrations, and other information with each proposal. Vendors supply this information by filling out paper forms or providing documents. These forms and documents must be submitted with each proposal, regardless of the number of proposals the vendor submits, the number of agencies and universities receiving proposals, and the time between submissions.

A vendor's process to prepare and collect documents can be time consuming. For vendors that submit many proposals to more than one agency or university, it can be especially burdensome and redundant. Since the State requires vendors to update their information if it changes materially after submission, updating is also a manual paper driven process.

The current procurement process also causes the State to inefficiently expend limited staff resources. Often, employees in different agencies and universities review the very same vendor documentation. This dual review may involve different standards of scrutiny and may lead to one agency accepting a vendor's disclosures while another agency rejects the identical disclosures.

The current procurement process requires a vendor to submit certification, disclosure, and registration documents that are current, complete, and

accurate. When the information is not complete or not current, the vendor's proposal may be deemed non-responsive at the time proposals are opened. If the law or policy does not permit the incomplete documents to be cured, then the vendor's proposal may be disqualified reducing the number of qualified bidders and reducing competition. If this disqualified vendor had the lowest price, then the State will potentially be paying more for the supply or service.

In May 2012, WisdomTech Consulting completed a Vendor Portal Study (IPB Reference # 22024437) procured by the Chief Procurement Office. The goal of the study was to identify and review currently available tools/solutions that would meet the State's needs for a central vendor registry and data repository.

WisdomTech Consulting concluded that there are several commercially available web based hosted solutions meeting the State of Illinois' current and future vendor portal needs. A vendor portal is expected to increase vendor and State efficiencies, reduce costs, and improve service to both parties.

1.2.3 Offerors must respond to the questions in sections 1.2.7, 1.2.8 and 1.2.9 below.

Offerors that do not answer any question in 1.2.7 or answer "Not Met" to any of the questions will be disqualified and the rest of the proposal will not be scored.

Offeror's responses to the questions in 1.2.8 and 1.2.9 will be scored only if satisfying the questions in 1.2.7. See section B ("Selection of Vendor") for more information on scoring. Please provide a proposal that includes responses to all elements in sections 1.2.7, 1.2.8, and 1.2.9.

1.2.4 Definitions:

- i. "Vendor" is used in this section to mean an individual or entity that will be entering information about their business in the Vendor Portal.
- ii. "Proposal" means either a bid or offer.

1.2.5 The CPO is seeking proposals for web based hosted solution to create a Vendor Portal (VP) to serve as the primary location for the entering, organizing, and reviewing of vendor information. The VP will allow prospective vendors to enter and provide online a variety of certifications, disclosures, registrations, and other documentation needed to do business with a State agency or university in advance of any particular procurement.

The following attachments (Attachments AA – CC, GG-JJ, MM, NN) in this RFP represent some of the documents and information that need to be captured and managed by the VP. However, this does not represent all of the documents and information that vendors will be required to enter and upload. Attachment OO includes a sampling of the individual data elements found in the above referenced attachments.

The State will use information submitted through the VP to prequalify vendors in advance of submitting proposals for contracts. Upon satisfactory enrollment in the VP, vendors will be emailed a registration number identifying the time and date of their prequalification.

A prospective vendor who registers with the VP may submit its registration number, with a confirmation that the VP information remains current, as part of its response to a competitive selection or a contracting process, rather than submit the same information in full.

- 1.2.6 The CPO prefers a solution that can be implemented within six months from date of contract execution. The CPO will provide the winning Offeror with project management assistance and ongoing staff support to answer workflow and other technical questions.

Solutions should consider:

- Features to make use intuitive and easy to understand
- Clear navigation paths to registration based on different registration types, for example small business, prime contractor, subcontractor, Business Enterprise Program
- User-defined data, similar to “My Account” and “self-service” features
- Built-in help menus
- Document upload
- Workflow
- Automatic notifications
- Other communication features
- Reports and query capabilities
- Exportable data in a common format
- Data security
- Configurability and expandability
- System integration and configuration
- Time to Deliver/Value
- Browser support
- Overall development cost
- Ongoing maintenance cost
- Software licenses
- Data storage
- Data migration/conversion
- Staff training
- Project management

1.2.7 **MANDATORY REQUIREMENTS:** Please check “Met” or “Not Met” to each of the mandatory requirements for the VP solution. Failure to meet any of the Mandatory Requirements disqualifies the proposal from additional consideration. Please respond to any of the mandatory requirements that request additional information in your Project Plan. Use the column on the right to indicate the section and page number where your response to each item may be found.

<b>MANDATORY REQUIREMENTS</b>	Proposal Section and Page Number	
<p>M.1. <b>Progress Reports</b> – Offeror must submit written progress reports every two weeks to the CPO detailing the status of the project. Offeror must conduct monthly phone conferences to discuss status and progress. Please include samples of progress reports used in similar projects in the proposal.</p>	<input type="checkbox"/> Met	
<p>M.2. <b>VP Feature</b> – VP should maintain a log of authorized users and prevent unauthorized users from accessing the VP. Please specify how the VP will maintain a log of authorized users.</p>	<input type="checkbox"/> Met	
<p>M.3. <b>Source Code</b> – Offeror must store a copy of the VP source code in a separate “Lockbox” in order for the CPO to have access to the source code for all software components in the event the Offeror is unable to support the VP.</p> <p>Please explain how Offeror will manage changes that the State has procured in respect to source code management and how the changes will be incorporated into further versions of the software that the State may or may not acquire.</p>	<input type="checkbox"/> Met	
<p>M.4. <b>User Fees</b> – Offeror must not charge a fee to the individual users or vendors enrolling in the VP. However, the VP should include the capability whereby the CPO may charge an enrollment or subscription fee.</p>	<input type="checkbox"/> Met	

MANDATORY REQUIREMENTS	Proposal Section and Page Number	
<p>M.5. <b>Ownership of Data</b> – Offeror must agree that the CPO is the owner of all data obtained and maintained from the VP. Offeror must assure confidentiality of data and have policies, procedures and processes in place to ensure confidentiality of data. Please provide a plan for maintaining confidentiality of data.</p> <p>Upon request by the CPO or upon termination of the contract, all data associated with the services provided must be returned by the Offeror to the CPO.</p> <p>(a) <b>Transfer of Data Back to CPO</b> – Prior to completion or termination of the contract, Offeror must take all necessary measures to assure that all data maintained in the hosted environment will be migrated back to the CPO in exportable tabular format specified by the CPO, including a data dictionary.</p> <p>(b) <b>Migration of Data to Another Vendor</b> – Offeror must provide technical assistance transferring the data to a new or replacement system.</p> <p>(c) <b>Destruction of Data at End of Contract</b> – After transfer of data back to the CPO and/or migration of data to a new or replacement system, Offeror must clear the CPO’s data that resides on its computer hardware and software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information.</p> <p>The following method must be used to accomplish the clearing of data:</p> <p>(i) overwriting the previously stored data on a drive or a disk at least 10 times and</p> <p>(ii) certifying in writing that the overwriting process has been completed by providing the following information:</p> <ol style="list-style-type: none"> <li>(1) the serial number of the computer or other surplus electronic data processing equipment;</li> <li>(2) the name of the overwriting software used; and</li> <li>(3) the name, date and signature of the person performing the overwriting process.</li> </ol> <p>If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate and Offeror must certify in writing the method used, including the date and time of data destruction.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.6. <b>User Tutorials</b> – Offeror must develop and provide user documentation that may include manuals, FAQs, quick reference guides, tutorials, on-line application help, and/or other techniques as appropriate for all software components. This documentation must be in both a searchable, indexed PDF format and incorporated into the system’s on-line help facility. Please include samples of</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	

MANDATORY REQUIREMENTS		Proposal Section and Page Number
user documentation from similar projects in the proposal.		
M.7. <b>Training</b> – Offeror’s personnel will provide training for up to 100 State personnel via webinars, like GoTo Meeting or Microsoft Live. Please provide a comprehensive training plan to ensure personnel understanding and competence.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.8. <b>Facility</b> – The facility where the application is hosted must be a Tier II equivalent facility with N+ 1 capability for all HVAC, electrical, UPS and generator facilities. The facility must have dual instances for power and network / Internet connectivity.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.9. <b>Backup and Disaster Recovery</b> – An off-site disaster recovery system for all server components and replicated data must be provided. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for off-site systems must be less than twelve (12) hours and four (4) hours respectively. The off-site redundant system must be housed at a separate geographical location (> 100 miles) in case of a catastrophic event.  Offeror must provide information on how the application will be recovered in the event of a disaster. This information must include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and whether or not the Vendor utilizes an alternate location for recovery purposes. If Offeror uses an alternate location, the distance of the alternate location from the original location must be provided. Please include the disaster recovery information in the proposal.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.10. <b>Personally Identifiable Information (PII)</b> – Offeror must clearly identify in Service Level Agreement measures it takes to assure the confidentiality of Personally Identifiable Information (PII). PII includes the following: Individually identifiable information from or about an individual or business including, but not limited to: (a) A first and last name or first initial and last name; (b) A home or other physical address, which includes at least street name and name of city or town; (c) An email address; (d) A telephone number; (e) A Social Security number or FEIN; (f) Any other information from or about an individual customer that is combined with (a) through (e) above.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.11. <b>Service Availability</b> – Offeror must guarantee 99.99% service availability of the hosted System measured in five (5) minute intervals.  When the Offeror’s system is in production, the proposed software/hardware combination must be able to handle transactions seven days per week, twenty-four hours per day, and 365 days per year with the exception of scheduled down time during off hours for system back-ups and maintenance.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.12. <b>Scheduled Outages</b> – Offeror agrees that all scheduled maintenance (changes/outages) must be completed during a specific scheduled maintenance window that occurs only on the weekend or overnight unless there is a major system issue that requires immediate resolution in order to continue the	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	

MANDATORY REQUIREMENTS	Proposal Section and Page Number	
<p>operation of the service. Offeror is required to publish a notice of regularly scheduled maintenance at least 48 hours in advance via prominent display on the VP system website. The CPO must be notified in advance of any emergency outage that must occur outside the scheduled maintenance window or if notice is not possible immediately after an emergency maintenance (including the exact time and duration of the system being unavailable). Please include the regular maintenance window in the project plan.</p>		
<p>M.13. <b>Hardware and Software Upgrades and Modifications</b> – Offeror is responsible for all software and hardware installations and upgrades required to maintain the hosted environment. The CPO must be notified of all future upgrades and modifications to the VP, in accordance with the Service Level Agreement.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.14. <b>Change Management</b> – Offeror must have documented change management policy and procedures in place and share them with the CPO. Please include the change management policy in the proposal.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.15. <b>Help Desk</b> – VP Help Desk support (i.e. password recovery, technical assistance) must be readily available Monday through Friday from 8:00 AM to 5:00 PM Central time to assist users. Call volume during start-up will be higher.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.16. <b>Escalation Policy</b> – Offeror must provide a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel. Please include the escalation policy in the proposal.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.17. <b>Emergency Contact</b> – Offeror must provide an Emergency Contact that will be available during all non-business hours with a two (2) hour response time, seven (7) days a week.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.18. <b>Redundancy</b> – All server system components hosting the application must be redundant / clustered with redundant SAN connectivity and data replication. An off-site redundant system for the server components and replicated data must be provided.</p> <p>Vendor agrees that the contract (and SLA) for the anticipated service will include language requiring minimum levels of redundancy be provided by the vendor. Vendor agrees the VP will be able to process transactions seven (7) days per week, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including all required redundancy, excluding scheduled outages.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	
<p>M.19. <b>Backups</b> – Offeror must have a robust and reliable data backup system in place. Offeror must perform a daily backup of the data and systems, either disk-based or tape media. Offeror must maintain sixty (60) days of data backups. At least one (1) weekly copy of the data and systems backups shall be archived and securely transported to a secure external site. Daily backup reports of all successful/failed systems backups/archives must be provided to the Agency. Data recovery must be accomplished with a minimum slowdown of system functions.</p>	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met	

MANDATORY REQUIREMENTS		Proposal Section and Page Number
M.20. <b>Compliance Audits and Fines</b> – Offeror is responsible for any software compliance audits and fines.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.21. <b>SSAE 16 Audit</b> – Offeror must have a SSAE 16 audit completed prior to system implementation covering the services that are provided, and provide a copy of said audit with the detailed field summary to the CPO. The CPO must review the detailed field summary of the audit prior to sign-off for implementation release. Annual SSAE 16 audits must be completed after implementation of system. Please include the results of the security audit in the proposal.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.22. <b>Security Incidents</b> – Offeror must have a documented security incident policy and procedures. Offeror must make these documents available to the CPO upon request.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.23. <b>Security Breaches</b> – Offeror must report any security breach incidents (regardless of severity or loss of actual data) to the CPO immediately upon discovery.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.24. <b>Confidentiality and Access</b> – Offeror must assure confidentiality of CPO data and have policies, procedures and processes in place to ensure confidentiality of data. Offeror must make these documents available to the CPO upon request.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.25. <b>VP Feature</b> – VP must be a web based hosted solution allowing authorized user access to information twenty-four (24) hours a day, seven (7) days a week.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.26. <b>VP Feature</b> – VP must provide automatically generated email notifications based on completion of defined activities.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.27. <b>VP Feature</b> – VP must support multiple browsers including Internet Explorer 7.0+ and Firefox 3.5+.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.28. <b>VP Feature</b> – VP must meet all standards defined by the Illinois Information Technology Accessibility Act (IITAA) – ( <a href="http://www.dhs.state.il.us/page.aspx?item=32765">http://www.dhs.state.il.us/page.aspx?item=32765</a> ) or a specific exception thereto.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.29. <b>VP Feature</b> – VP must include a searchable, commodity-code table that can cross-reference other different commodity code tables.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M.30. <b>VP Feature</b> – VP must maintain an audit trail of database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time of the transaction, and the original data in instances where changes are made. All users must be able to view the most current data by default. Authorized State personnel must have the option to view all transactions. Please specify how the system will maintain an audit trail of all database transactions.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	

1.2.8 **PROJECT MANAGEMENT:** Please explain how the project management plan meets each of the requirements. Use the column on the right to indicate the section and page number of your proposal where your response to each item may be found.

<b>PROJECT MANAGEMENT</b>	Point value	Proposal Section and Page Number
P.1. <b>Experience</b> – Offeror must have a minimum two (2) years’ experience developing, implementing, and administering similar web based hosted application solutions. Please specify the number of years’ experience.	25	
P.2. <b>Project Team</b> – Offeror must possess an experienced project team with appropriate skills to successfully implement and support the project. Please include the resumes of the project team in the proposal.	50	
P.3. <b>Project Plan</b> – Offeror must supply a detailed project plan with specific tasks, major milestones, implementation dates, roles, responsibilities and deliverables. Please include the project plan in the proposal.	125	

1.2.9 **PROPOSED SOLUTION:** Please explain how the proposed solution meets each of the requirements. Each explanation will be scored and combined with the scores from the Mandatory Requirement’s section. The combined total will be the Offeror’s Technical Score. Use the column on the right to indicate the section and page number of your proposal where your response to each item may be found.

<b>PROPOSED SOLUTION</b>	Point value	Proposal Section and Page Number
S.1. <b>VP Feature</b> – VP should support one million or more individual users, which represent a combination of vendor and State personnel. Please specify how many concurrent users the system will be configured to support.	20	
S.2. <b>VP Feature</b> – VP should provide varying levels of user access based on security, privileges, and task assignments. Please specify how the VP will provide user authorization and varying levels of user access.	35	
S.3. <b>VP Feature</b> – VP should be capable of future expansion, enhancements, and plug-ins to accommodate additional business needs of the CPO. VP should be able to share vendor data with other organizational systems and websites, for example the Comptroller’s nightly verification of federal tax documents. Please specify how the system is configured to allow for future enhancements.	10	
S.4. <b>VP Feature</b> – VP should facilitate back-end user and vendor communications: <ul style="list-style-type: none"> <li>• Includes ‘real estate’ that can be segregated to post dynamic, general registration information, such as an Announcement section</li> <li>• Specific communications can be pushed out to target audiences (e.g. bid opportunities for small businesses)</li> <li>• Specific notifications to specific vendors regarding, for example, missing documents needed to complete the registration process, approaching expirations, etc.</li> <li>• “Blast” notifications to the general population that certain data (e.g. email addresses) are to be updated</li> <li>• Reminder notification of required annual information update needs, or, re-submittal of registration information</li> </ul> Please specify how the VP will provide these capabilities.	45	
S.5. <b>VP Feature</b> – VP should provide the functionality for users to create unique identifications and passwords for access to vendor information. Please specify how the system will provide the functionality for the user to create unique IDs and passwords.	25	

PROPOSED SOLUTION	Point value	Proposal Section and Page Number
S.6. <b>VP Feature</b> – VP should provide the functionality for users to enter, update, and modify information on the Internet site. Please specify how the system will provide the functionality for users to enter, update, and modify their business information on the Internet site.	50	
S.7. <b>VP Feature</b> – VP should provide functionality to allow users to change and reset passwords, de-activate accounts, etc. Data must not be deleted from the database and should remain accessible to authorized State personnel. Please specify how the system will provide this functionality.	10	
S.8. <b>VP Feature</b> – VP should include a data import and export tool for back-end users to manage and report on vendor data. VP should support flexible reporting, for example document aging reports, for authorized State personnel. Please provide information on the types of reports the system can provide.	35	
S.9. <b>VP Feature</b> – VP should provide a query function to allow public viewers to search and see limited information (i.e. name, city, state, website, phone number) about vendors that have enrolled in the portal. Please specify how the system will provide a searchable public view.	10	
S.10. <b>VP Feature</b> – VP should have multiple web based interfaces (views) to support varying levels of user type and access, for example, vendors, internal state users, administrators, and other role-specific users. Please specify how the system will provide multiple web based interfaces for varying levels of user type and access.	50	
S.11. <b>VP Feature</b> – VP should automatically notify defined parties of any changes to vendor data, enrollment status, or other data within the VP via email integration with messages containing shortcuts/hyperlinks back to the associated source files. Please specify how the system will automatically notify interested parties of any changes to data within the VP.	50	
S.12. <b>VP Feature</b> – VP must support multiple browsers including, but not limited to, Internet Explorer 7.0+ and Firefox 3.5+. Please specify all browsers your solution can support.	10	
S.13. <b>VP Feature</b> – VP should provide vendor information management including a “checklist” of all forms and filing requirements supporting the registration type. VP should include the functionality to indicate the degree of registration completion, the existence and number of uploaded documents, and use of electronic signatures on documents. Please specify how the system will provide vendor information management.	25	
S.14. <b>Service Level Agreement</b> – Offeror must provide the CPO with a comprehensive Service Level Agreement (SLA) that fully describes the level of performance and allowable levels of downtime associated with the hosting service. Please include a sample SLA in the proposal.	10	
S.15. <b>Defect Tracking</b> – Offeror must explain how the defect tracking process works and the average time to resolution of a defect. Vendor must include the explanation in the Vendor proposal.	15	

- 1.3 OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** The State prefers implementation of a solution that can be accomplished within six months. The State will provide project management assistance and ongoing staff support to answer workflow and other questions.
- 1.4 MILESTONES AND DELIVERABLES:**
- 1.4.1. Kick-off / Initiation Meeting within 2 weeks of contract execution
  - 1.4.2. Submit written progress reports every 2 weeks; Progress reports include vendor activities started, finished, and ongoing in accordance with the project plan.
  - 1.4.3. Conduct a monthly telephone conference with status reports
  - 1.4.4. Conduct user acceptance testing
  - 1.4.5. Training of State personnel prior to full implementation
  - 1.4.6. Full implementation of the Vendor Portal
- 1.5 OFFEROR / STAFF SPECIFICATIONS:** Offeror must have a minimum of two (2) years' experience developing and implementing similar application solutions. See 1.2.8 Project Management.
- 1.6 TRANSPORTATION AND DELIVERY TERMS:** All delivered supplies and materials provided to the State will be sent FOB destination.
- 1.7 SUBCONTRACTING**
- 1.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.
  - 1.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.
  - 1.7.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
- 1.8 WHERE SERVICES ARE TO BE PERFORMED**
- 1.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
  - 1.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

1.8.3. Location where services will be performed: [Click here to enter text.](#)

1.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

**Include Section 1 and any attachments in Packet 1**

**2. SECTION 2 - PRICING**

**2.1 FORMAT OF PRICING:**

- 2.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Offeror’s price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire offer non-responsive and ineligible for award.
- 2.1.2. Pricing shall be submitted in the following format: Please insert costs (\$) into the table below. Attach a Pricing Proposal that includes a detailed explanation of each pricing element.
- 2.1.3. Please provide pricing for each item based on the 3 year initial term. Also include pricing for each element as applicable for each optional renewal year.

<b>PRICING</b>	Initial 3 year term	Renewal year 1	Renewal year 2	Renewal year 3	Renewal year 4	Renewal year 5	Renewal year 6	Renewal year 7
PRICE.1. <b>Development and Implementation Costs</b>		n/a						
PRICE.2. <b>Training</b>		n/a						
PRICE.3. <b>Hosting</b>								
PRICE.4. <b>Gigabyte Cost</b> – Offeror must provide a per gigabyte (GB) cost of any storage that exceeds the initial storage proposal								
PRICE.5. <b>Software Licensing</b> – This licensing detail must include, at a minimum, an explanation of all of the following that apply: <ul style="list-style-type: none"> <li>• end-user licensing,</li> <li>• software module licensing,</li> <li>• concurrent user licensing,</li> <li>• per-user licensing,</li> <li>• per-seat licensing,</li> <li>• perpetual per-server licensing,</li> <li>• third-party software licensing,</li> <li>• and other licensing requirements including necessary database licenses.</li> </ul>								
PRICE.6. <b>Support and Maintenance</b>								
PRICE.7. <b>Help Desk</b>								
PRICE.8. <b>Other Costs</b> (please provide a detailed break-out of each item)								
<b>TOTAL =</b>								

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm:.

**2.3 EXPENSES ALLOWED:** Expenses  are not allowed, including reimbursement for travel related expenses

- 2.4 DISCOUNT:** The State may receive a [Click here to enter text](#).% discount for payment within [Click here to enter text](#). days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.5 TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

**Include Section 2 and any attachments in Packet 2**

**STATE OF ILLINOIS**  
**STATE BOARD OF ELECTIONS REGISTRATION**

**ATTACHMENT AA**

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS  
IS THE CERTIFICATE OF REGISTRATION**



**STATE OF ILLINOIS**  
**AUTHORIZED TO DO BUSINESS IN ILLINOIS**

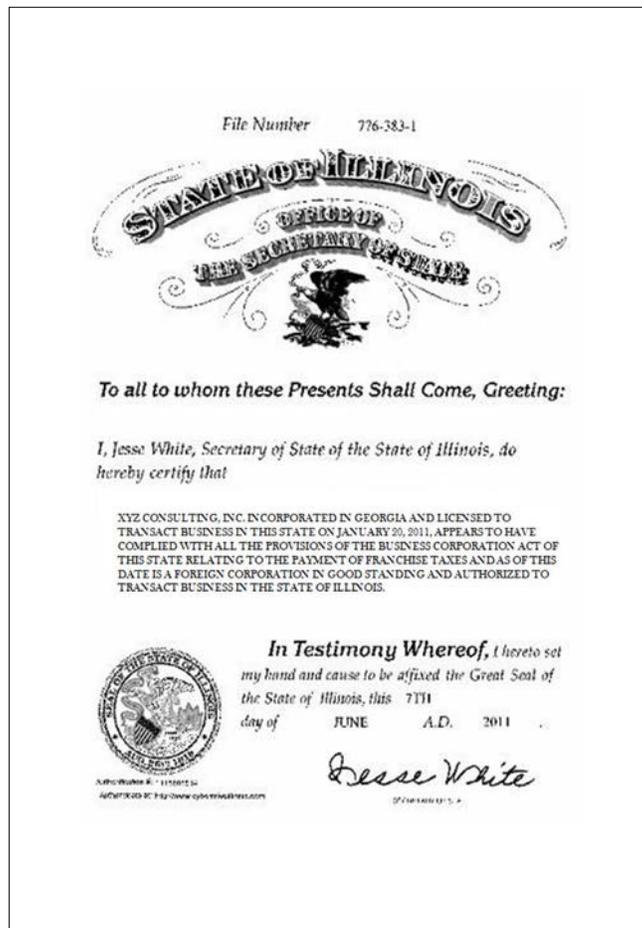
**ATTACHMENT BB**

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at ([http://cyberdriveillinois.com/departments/business\\_services/home.html](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY  
OF STATE'S CERTIFICATE OF GOOD STANDING**



## STATE OF ILLINOIS

### ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

#### ATTACHMENT CC

---

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

Name of Company (and DBA): [Click here to enter text..](#)

(check if applicable) The number is not required as the company has employed 14 or fewer 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).

(check if applicable) The number is not required as the company has employed 14 or fewer 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).

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. 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 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
  - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
  - 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
  - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

**ATTACHMENT DD**

---

**1. TERM AND TERMINATION:**

**1.1. TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years from date of contract execution.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

**1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): seven (7) one-year renewal periods.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

**1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.

**1.4. TERMINATION FOR CONVENIENCE:**

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.

- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

## 2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).
- 2.5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's/university's Illinois tax exemption number and federal tax exemption information.
  - 2.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	IL Executive Ethics Commission
Attn:	Jeris Gordley
Address:	401 South Spring Street, Suite 513
City, State Zip	Springfield, IL 62706

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per

occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
14. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order with the Vendor shall have any liability to Vendor for that order.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

**23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

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

**25. WARRANTIES FOR SUPPLIES AND SERVICES**

**25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

**25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

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

**26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

**26.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**STATE OF ILLINOIS**  
**SUPPLEMENTAL PROVISIONS**

**ATTACHMENT EE**

---

**1. Agency/University Supplemental Provisions:**

- Agency/University Definitions
  
- Required Federal Clauses, Certifications and Assurances
  
- American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
  
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
  
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
  
- Agency/University Specific Terms and Conditions
  
- Other (describe)

**2. Offeror Supplemental Provisions:**

[Click here to enter text.](#)

**STATE OF ILLINOIS**  
**SUBCONTRACTOR DISCLOSURES**

**ATTACHMENT FF**

---

1. Will subcontractors be utilized?  Yes  No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of work: [Click here to enter text.](#)

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

**If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.**

3. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

# STATE OF ILLINOIS

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

---

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies 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.
9. 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
  - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that 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 United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. 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.

- 28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

**30.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

**31.** A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**ATTACHMENT HH**

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The State/Public University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

**This disclosure is submitted for:**

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Vendor Name	<a href="#">Click here to enter text.</a>
Doing Business As (DBA)	<a href="#">Click here to enter text.</a>
Parent Entity	<a href="#">Click here to enter text.</a>
Subcontractor	<a href="#">Click here to enter text.</a>
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

## STEP 2

### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. in Step 1, provide the name and address of each individual and entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE - Z	
Name	Address
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

## STEP 3

### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/Public University contract: [Click here to enter text.](#)

## STEP 4

### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including  Yes  No

contractual employment for services, in the previous 2 years?

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years 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?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

## STEP 6

### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

## STEP 7

### POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

## STEP 8

### DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government?  Yes  No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
<a href="#">Click here to enter text.</a>				

Please explain the procurement relationship: [Click here to enter text.](#)

## STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

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

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

**ATTACHMENT II**

---

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- 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
- 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.

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

[Click here to enter text.](#)

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

**ATTACHMENT JJ**

---

1. Name of Business (official name and DBA)

[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent

[Click here to enter text.](#)

4. Billing Address

[Click here to enter text.](#)

[Click here to enter text.](#)

5. Name of Chief Executive Officer

[Click here to enter text.](#)

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

[Click here to enter text.](#)

7. Company Web Site Address

[Click here to enter text.](#)

8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

10. Annual Sales for Offeror's most recently completed fiscal year

[Click here to enter text.](#)

11. Show number of full-time employees, on average, during the most recent fiscal year

[Click here to enter text.](#)

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

12.1 Minority (30 ILCS 575/2(A)(1) & (3))  Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4))  Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))  Yes

12.4 Disadvantaged (49 CFR 6)  Yes

12.5 Veteran (30 ILCS 500/45-57)  Yes

12.6 Small Business (30 ILCS 500/45-45)  Yes

## STATE OF ILLINOIS REFERENCES

### ATTACHMENT KK

---

Provide references from established firms or government agencies (references must be from the last 3 projects that were similar in scope to the work requested in this proposal; state agencies or public universities preferred) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
  
2. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
  
3. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
  
4. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)



**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

**ATTACHMENT MM**

---

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

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

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

Date: [Click here to enter a date.](#)

**STATE OF ILLINOIS**  
**MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES**  
**PARTICIPATION AND UTILIZATION PLAN**

**ATTACHMENT NN**

---

Vendor Portal / Reference Number 22030412

**Minority, Female, Persons with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

**Contract Goal to be achieved by the Vendor:** This contract includes a specific Business Enterprise Program (BEP) utilization goal of 21 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

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

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

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

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

**Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at [www.sell2.illinois.gov/bep/Small\\_and\\_Diverse\\_Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

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

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

- 1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
  - (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (b) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm

must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

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

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

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

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

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

**Good Faith Effort Procedures:** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

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

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

(b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible

units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

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

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

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

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

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

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

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

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.

If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

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

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

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

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

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

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

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

6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

7) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.

8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify

any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

9) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

10) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed separately within the offer container.**

\_\_\_\_\_ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for \_\_\_\_\_. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

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

Vendor's person responsible for compliance:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ extension \_\_\_\_\_

Email: \_\_\_\_\_

We submit one (1) of the following statements:

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

**Section I**

**Utilization of Certified Vendors**

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

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

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

---

---

---

---

---

---

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

Certified with the CMS Business Enterprise Program (BEP)

Meets the criteria and has submitted an application for certification with BEP

(BEP certification must be completed before contract award)

Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

(BEP certification must be completed before contract award)

---

---

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

---

---

---

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

4) A notarized signed letter of intent between \_\_\_\_\_ (the Vendor) and

\_\_\_\_\_ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

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

or,

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

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

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

## Section II

### Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

### Section II A

#### Good Faith Efforts Checklist

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

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

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

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

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

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

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

**Section II B**

**Good Faith Efforts Contacts Log for Soliciting**

**BEP Sub-consultant, Subcontractor or Supplier Participation**

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

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

**Letter of Intent (LOI)**

**Between Prime Vendor and Certified Vendor**

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

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

Project Name \_\_\_\_\_ Project/Solicitation Number: \_\_\_\_\_

Name of Prime Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Type of agreement:  Services  Supplies  Both Services/Supplies

Type of payment:  Lump Sum \_\_\_\_\_  Hourly Rate \_\_\_\_\_  Unit Price \_\_\_\_\_

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

Description of work to be performed by certified vendor:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

Signature

Printed Name

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

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission expires: \_\_\_\_\_

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

\_\_\_\_\_

Signature

Printed Name

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

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission expires: \_\_\_\_\_

**STATE OF ILLINOIS  
VENDOR PORTAL DATA ELEMENTS**

**ATTACHMENT OO**

<b>Form</b>	<b>Information to be entered</b>	<b>Upload required Y/N</b>	<b>Flag</b>
Board of Elections	Registration #	N	
	Expiration Date	N	Expired prior to or on current date
Department of Human Rights	Public contracts #	N	
	Expiration Date	N	Expired prior to or on current date
	# FT employees in past 365 days	N	
	N/A check box	N	If checked and # FT employees more than 14
	Date of Application	N	
	Exception for non-U.S. companies	N	
Authorized to do Business	Four certification choices	Y	
Financial Disclosures & Conflicts of Interest	Step 1	Y – 10K	Parent identified
	Step 2,4,5,6,7	N	Yes responses
	Step 7	N	
Iran Disclosure	Y/N within 24 months	N	Yes response
	If Y, list business operations	N	
Small Business	Incorporate SB qualification process	Y – Federal & State Income Tax Return/notarized statement, W-9,	Recertification every 3 years from date
BEP	BEP qualification document	Y	Recertification
Sheltered Workshop	Qualification document	Y	Recertification
Veteran owned	Qualification document	Y	Recertification
Standard Certifications	30+ certification items	N	Exceptions