



# Illinois State Board of Education

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Chairman

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

**To:** Eligible Bidders

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

A handwritten signature in black ink that reads "Christopher Koch".

**Date:** May 4, 2012

**Subject:** Request for Sealed Proposals (RFSP): STEM Learning Exchange Lead Entities for Implementation Clusters

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

## General Information

**Purpose of RFSP:** The Illinois State Board of Education (ISBE) seeks up to five (5) contractors to serve as the Lead Entities for implementation of Learning Exchanges as defined in this RFSP in each of the following Science, Technology, Engineering, and Mathematics ("STEM") application areas (also referred to as "clusters").

1. Agriculture, Food, and Natural Resources;
2. Manufacturing;
3. Information Technology;
4. Research and Development; and
5. Health Science.

The STEM Learning Exchanges are envisioned as public-private partnerships that include representatives from various educational institutions, student organizations, research centers, business and industry leaders, labor and professional organizations, state governmental agencies, and community partners statewide. The successful bidders will also work with the Illinois Pathways Interagency Committee ("IPIC"), a committee created to implement educational reform initiatives that support structured pathways related to students' academic and career interests, including the STEM Learning Exchanges. ISBE and IPIC will work closely in administering all aspects of Learning Exchange planning and implementation.

**Eligible Bidders:** Not-for-profit organizations and governmental entities are eligible to apply, provided they can demonstrate the qualifications required by this RFSP, including demonstrated capacity to provide cash or in-kind matching contributions as specified in this RFSP.

Bidders may apply to serve as the Lead Entity for one or more STEM cluster(s) (i.e., planning and/or implementation) with the stipulation that one complete and separate proposal must be submitted for each cluster area being proposed.

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

Subcontracting is allowed under this agreement.

**Funding Source and Fiscal Information:** The total amount of federal funding available to contract with up to five (5) separate entities to establish Learning Exchanges in up to five (5) implementation clusters as identified in this RFSP is \$2,150,000. Of that amount, \$750,000 is available during the initial contract period (i.e., FY 2013); \$800,000 is available for the first renewal period (i.e., FY 2014); and \$600,000 is available for the second renewal period (i.e., FY 2015). Funding beyond FY 2015 is subject to availability and sufficient appropriation. It is anticipated that up to five (5) separate contracts will be awarded from this procurement.

For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), bidders are advised that the total amount of federal funding currently available for the entire contract period is \$2,150,000, and 100% of the currently available funds for this program are derived from federal sources.

**Contract Period:** The contract period will begin no sooner than August 1, 2012 and will extend from the execution date of the contract until June 30, 2013. ISBE, at its sole discretion, may renew the contract beyond the initial contract period for seven (7) additional consecutive one-year contract periods (i.e., July 1, 2013 through June 30, 2020). Funding for any contract renewal will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The renewal shall be subject to the same terms and conditions as the original contract unless otherwise stated in the cost proposal or approved by ISBE. The contract will not renew automatically.

**Proposal Deadline:** Proposals must be received by mail or in person in the Fiscal and Procurement Division of the Illinois State Board of Education no later than **4:00 p.m. CDT on July 12, 2012**. No late proposals or electronically transmitted proposals will be accepted. Proposals should be sent to the following address:

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

## Background

As part of the [Illinois Pathways Initiative](#), ISBE, the Illinois Board of Higher Education, the Illinois Community College Board, the Illinois Department of Commerce and Economic Opportunity, the Illinois Department of Employment Security, and the Illinois Student Assistance Commission created the Illinois Pathways Interagency Committee (IPIC) to implement educational reform initiatives that support structured pathways related to students' academic and career interests. The Pathways Initiative is intended to improve education, workforce, and economic development coordination to build more effective talent pipelines throughout the state. The STEM Learning Exchanges are central to IPIC's strategies for developing talent pipelines and are envisioned to provide curricular resources, assessment tools, and professional development systems necessary for local education agencies (LEA) to support students' academic studies and career interests. LEAs that receive funding from ISBE's federal Race to the Top (RTTT) Phase 3 grant award (Participating LEAs) agreed to implement at least two STEM Programs of Study (POS). (The Programs of Study model is further described below.) The Learning Exchanges are intended to be in place to support this requirement. ISBE will post a list of the Participating LEAs on ISBE's [RTTT website](#) in late April or early May 2012.

On February 7, 2012, ISBE issued a [Request for Information](#) (RFI) inviting responses to assist in establishing program specifications for the STEM Learning Exchanges and identifying levels of interest from entities qualified to provide leadership for planning and/or implementation of one or more Learning Exchanges. RFI responses were due on March 16, 2012 and are available at:

[http://www.illinoisworknet.com/vos\\_portal/STEM/en/News/DisplayNews.htm?id=412a9d4f-5541-4c23-81e4-fe0d2e14905e](http://www.illinoisworknet.com/vos_portal/STEM/en/News/DisplayNews.htm?id=412a9d4f-5541-4c23-81e4-fe0d2e14905e).

IPIC initially identified nine (9) STEM cluster areas. Of these cluster areas, eight (8) have been designated for planning or implementation activities. One cluster (Architecture and Construction) has not been selected for development of a Learning Exchange at this time.

Five (5) clusters have been designated as "implementation clusters," in which STEM Learning Exchanges will be established and commence operations during the 2013 state fiscal year under the oversight of up to five (5) designated Lead Entities. Three (3) clusters have been designated as "planning clusters," in which up to three (3) Lead Entities will oversee planning activities to support future implementation. Planning entities are being procured under a separate RFSP entitled *STEM Learning Exchange Lead Entities for Planning Clusters*.

IPIC has designated the clusters as follows:

	STEM Cluster Area	Description	Implementation	Planning
1	<b>Agriculture, Food, and Natural</b>	Development, production, processing, distribution of agricultural commodities and resources, including food, fiber, wood products, natural resources, horticulture, and other	X	

	STEM Cluster Area	Description	Implementation	Planning
	<b>Resources</b>	plant and animal products/resources.		
2	<b>Energy</b>	Developing, planning, and managing the production of energy including renewable energy and clean coal technology and its distribution through smart grid technologies.		X
3	<b>Manufacturing</b>	Product and process development and managing and performing the processing of materials into intermediate or final products and related support activities	X	
4	<b>Information Technology</b>	Designing, developing, managing, supporting, and integrating hardware and software systems.	X	
5	<b>Architecture &amp; Construction</b>	Designing, planning, managing, building, and maintaining the built environment, including the use of green technologies.	N/ A	N/ A
6	<b>Transportation, Distribution, and Logistics</b>	Planning, management, and movement of people, materials, and goods across all transportation modes as well as maintaining and improving transportation technologies.		X
7	<b>Research and Development</b>	Scientific research and professional and technical services including laboratory and testing services, and research and development services.	X	
8	<b>Health Science</b>	Planning, managing, and providing therapeutic, diagnostic, health informatics, and support services as well as biomedical research and development.	X	
9	<b>Finance</b>	Securities and investments, business finance, accounting, insurance, and banking services.		X

The purpose of this RFSP is to select bidders to serve as Lead Entities for the five (5) STEM implementation clusters. The bidder selected to serve as Lead Entity for each implementation cluster will be responsible for raising matching contributions, establishing the organizational structure of the Learning Exchange, serving as a fiscal agent for the Learning Exchange, developing and implementing a strategic plan and budget to carry out the intended functions of the Learning Exchange, implementing the Learning Exchange functions during the contract term, and developing a sustainability plan for continued operations after the contract term expires. ISBE and other members of IPIC will work collaboratively with the Lead Entities to accomplish these tasks.

The areas that have not been selected as “implementation clusters” will be the focus of additional planning activities to support implementation of Learning Exchanges in future years. More information about all nine (9) STEM cluster areas is available on the Illinois Pathways Initiative website found at [www.illinoisworknet.com/ilpathways](http://www.illinoisworknet.com/ilpathways).

Toward the goal of establishing effective STEM Learning Exchanges, the [\*Illinois Career Clusters Programs of Study \(POS\) Model\*](#) is recognized as a uniquely positioned and viable framework to promote career and college readiness for all learners. Accordingly, the POS model has been identified as the fundamental framework for establishing STEM Learning Exchanges as a way of promoting high school reform. Further information about the Illinois POS model is available in the [Programs of Study Guide 2009](#) posted at the Office of Community College Research and Leadership's website. Proposed POS Models for each of the STEM cluster areas is available on the [Illinois Pathways Initiative website](#).

Programs of Study are sequences of courses and applied learning experiences organized around a career cluster, where students pursue a pathway of coursework, work-based learning, and connections to professional networks. POS incorporate a non-duplicative progression of secondary and postsecondary elements which include both academic and Career and Technical Education (CTE) content. The Illinois Career Clusters POS Model embodies program implementation no later than the ninth grade and continuing through at least two years of postsecondary education. POS include articulated opportunities for students to earn college credit in high school (dual credit), an industry-recognized credential or certificate at the secondary/postsecondary level, and an associate or baccalaureate degree.

The STEM Learning Exchanges are conceptualized as statewide public-private networks and resource repositories that will support the POS Model by providing opportunities for learners to explore and choose a program strand related to their academic and career interests while gaining real-world skills and applied learning. The STEM Learning Exchanges will provide key resources and tools to local education agencies implementing STEM POS to promote learning and career development for students, facilitate public-private stakeholder connections, identify existing support resources, and review existing capacity and labor demand in each cluster. Also, POS are designed to improve access and success for underrepresented populations in STEM fields, such as women, minorities, low-income students, and disabled students. The specific functions of the Learning Exchanges are discussed in greater detail in the *Scope of Work* section below.

Organized as collaborative communities, the STEM Learning Exchanges will be governed by and orchestrated through a public-private steering group including representatives from school districts, postsecondary institutions, businesses, industry experts, museums, research centers, and other community partners. Each Exchange will be supported by a lead non-profit organization or governmental entity that will serve as the administrative and fiscal agent, receiving donations and funding from both public and private sources. IPIC will provide support to Lead Entities by prioritizing and sequencing program areas and facilitating coordination and alignment of programs, policies, and technology platforms to support the activities of the Exchanges and implementation of STEM POS.

## Scope of the Work

**Overview:** The entity selected to serve as the Lead Entity for each STEM implementation cluster must have the capacity and expertise necessary to establish and administer the Learning Exchange in a manner consistent with all requirements of this RFSP and the goals and functions of the Learning Exchanges, as discussed herein. Lead Entities will be responsible for developing a three-year strategic plan for the Learning Exchange, supporting implementation of a STEM program of study in Participating LEAs beginning in January 2013 (and other LEAs as resources permit), participating in statewide activities across all of the Learning Exchanges, and serving as fiscal agent for both public and private funds.

**Contract Deliverables:** Each selected Lead Entity will be responsible for the following activities:

1. **Provide 100% Cash or In-Kind Matching Contribution.**

Each Lead Entity is responsible for providing a contribution equal to at least \$430,000 from sources other than Race to the Top Phase 3 funding. The contribution may be in the form of cash or in-kind contributions and must be specifically devoted to the STEM Learning Exchange. Lead Entities are responsible for securing funding commitments and contributions prior to the contract award and throughout the contract term. As discussed in the *Work Plan* section below, bidders will be required to demonstrate commitments from contributors amounting to at least 50% of the required matching amount at the proposal stage.

2. **Establish the Organizational Structure of the Learning Exchange and Serve as Fiscal Agent.**

STEM Learning Exchanges are envisioned as public-private partnerships including participation by a variety of stakeholders representing the interests of school districts, postsecondary institutions, businesses, industry experts, labor unions, professional associations, local workforce investment boards, state governmental agencies, student organizations, museums, research centers, and other community partners. The Lead Entity will be responsible for organizing a collaborative community to support the Learning Exchange.

The Lead Entity will establish a governance structure for the Learning Exchange. The governance structure will include the following minimum components:

- Lead Entity designated as fiscal and administrative agent for the Learning Exchange;
- Steering Committee comprised of representatives from public and private stakeholders; and
- Mechanisms for participation by stakeholders that are not represented on the Steering Committee.

Each Learning Exchange will be developed and implemented with support from federal funds as well as private contributions. The designated Lead Entity will serve as the fiscal agent for the Learning Exchange and will be responsible for receiving and administering tax-deductible donations and other funding from both public and private sources.

As fiscal agents, the contractors will be responsible for maintaining a current and accurate accounting of public funds and private matching contributions that provides the ability to track

and report on the Lead Entity's progress in meeting the minimum matching requirements for the Learning Exchange. The Lead Entity must provide ISBE with a current financial report as part of its quarterly reporting requirements to the agency. The Lead Entity must also make all financial records for the Learning Exchange available to ISBE or IPIC upon request.

3. **Develop and Implement a Three-Year Strategic Plan and Budget for the Learning Exchange.**

Lead Entities will work with public and private partners in their STEM cluster to build a network of resources and opportunities for students pursuing academic and career opportunities in that cluster and assist and support STEM programs of study in Participating LEAs. Each Lead Entity must develop a three-year strategic plan and budget (through state fiscal year 2015) for the Learning Exchange and coordinate implementation of the Learning Exchange in accordance with that plan.

The plan must specifically and independently address how the Lead Entity proposes to achieve each of the following nine functions of Learning Exchanges over a three-year term:

- A. Provide e-learning curriculum resources, including on-line courses, assessments and feedback systems, reference materials, databases, and software tools. This will include coordinating with IPIC to incorporate Learning Exchange tools and resources into the Illinois Shared Learning Environment ("ISLE"), a technology platform currently being developed based on several existing initiatives, such as the state longitudinal data system, Illinois Interactive Report Card, Illinois workNet, the Illini Cloud, and the Shared Learning Collaborative ([www.slcedu.org](http://www.slcedu.org)).
- B. Expand access to classroom and laboratory space, equipment, and related educational resources necessary to support programs of study through regional partnerships and other strategies.
- C. Support student organizations and their major activities, including conferences, internships and professional networking experiences, competitions, and community projects that build leadership, communication and interpersonal skills, and provide professional and peer support networks.
- D. Provide internships and other work-based learning opportunities that connect students with adult mentors.
- E. Sponsor challenges and project management resources for students to work in collaborative teams addressing real-world interdisciplinary problems.
- F. Provide professional development resources for teachers and school administrators integrated and aligned across middle school, high school, and community college instruction, including externships, support for web-based networks, and integrated professional development for academic and CTE instructors.
- G. Provide career development and outreach resources to expand awareness of cluster-related programs and careers to K-12 students.
- H. Provide tools and resources to assist students and schools with implementing personalized education plans and transitions to post-secondary academic and training programs, including establishing course articulation and dual credit opportunities that

are consistent with Illinois Community College Board administrative rules and the Illinois Dual Credit Quality Act, 110 ILCS 27/1, *et seq.*

- I. Review and report on performance of STEM programs of study through aggregate student data and assessments, including consideration of talent pipeline benchmarks established by IPIC, and work with school partners to continuously improve performance.

The strategic plan must identify activities and strategies for attainment of each individual function discussed above including identifying key cluster resources to support specific Learning Exchange implementation activities, identifying areas of weakness or gaps in resources, and proposing strategies to address those weaknesses and gaps.

Each Lead Entity must submit a proposed strategic plan and budget for the Learning Exchange to IPIC and ISBE by December 31, 2012 for review and approval. Beginning in February 2013, Lead Entities will commence implementation of the approved strategic plan and oversee coordination and administration of the Learning Exchange and all associated activities through the end of its contract period with ISBE. Lead Entities may partner with other public and private entities, as appropriate, to accomplish the goals and functions of the Learning Exchange and implement the strategic plan.

Each Lead Entity will provide a report to ISBE and/or IPIC at the end of each state fiscal year during the contract term, addressing the Lead Entity's progress in raising private matching contributions and implementing the Learning Exchange in accordance with the approved strategic plan and budget. Lead Entities must participate in meetings and provide additional reports to ISBE and/or IPIC upon request.

4. **Develop a Sustainability Plan for Continued Operations beyond 2015.**

Lead Entities will be responsible for overseeing administration of the Learning Exchanges through June 30, 2015 and developing a plan for sustainable operations beyond that time. The sustainability plan must provide a sufficient basis for the long-term management and operation of the Learning Exchange consistent with the goals and functions outlined in this RFSP and outline strategies for continuing progress and improvement. At a minimum, the sustainability plan must do the following:

- A. Identify strategies for continuing progress toward attainment of each of the nine (9) functions of Learning Exchanges;
- B. Identify areas of strength and weakness in attaining the nine (9) functions and propose strategies for improvement where gaps and weaknesses exist;
- C. Propose a sustainable system of leadership that builds from the original governance structure established for the Learning Exchange; and
- D. Discuss the progress of the Learning Exchange in meeting the goals and benchmarks established by IPIC in previous years, identify key cluster resources and gaps, and outline strategies for continued improvement.



Lead Entities should also pursue contributions that exceed the minimum required matching contribution and will support the operation of the Learning Exchange beyond the contract term.

**Proposed Timeline:** The proposed timeline for planning and implementation activities by the Lead Entities is set forth in the table below, subject to adjustment by IPIC:

Timeframe	Activity
September 2012	Lead Entities commence planning activities.
September 2012 - December 2012	Lead Entities develop three-year strategic plan and governance structure.
January 2013 – February 2013	ISBE and IPIC review and approval of strategic plan and governance structure.
February 2013	Lead Entities commence Learning Exchange implementation, including integration of tools and resources with the ISLE.
July 2014 – December 2014	Lead Entities prepare a sustainability plan for the Learning Exchange.

**Work Plan Requirements:** The bidder must provide a work plan that describes in detail how the requirements set forth in this RFSP (and, specifically, each element of the *Scope of Work*) are proposed to be accomplished. The Work Plan must include:

1. Demonstrated firm commitments from contributors amounting to at least 50% of the required \$430,000 matching contribution and proposed funding sources and/or strategies and activities for obtaining matching contributions equal to or in excess of \$430,000. Firm commitments may be in the form of an agreement, commitment letter, pledge to contribute, or request for application from a philanthropic entity. Commitments must be specific to the STEM Learning Exchange.
2. A detailed description of how the bidder will accomplish each additional element of the *Scope of Work* and the proposed roles and responsibilities of the bidder and ISBE in performing each element of the *Scope of Work*, including:
  - A. Establishing an organizational structure that aligns with the public-private partnership structure identified by IPIC, and proposed strategies for governance and management of the Learning Exchange, including management of public and private funds.
  - B. Developing and implementing a three-year strategic plan and budget for the Learning Exchange, addressing all nine (9) functions of Learning Exchanges as identified in the *Scope of Work*.
  - C. Developing a sustainability plan for operation of the Learning Exchange beyond the initial contract term, including the identification of funding commitments and/or

strategies for pursuing funding and obtaining contributions that extend beyond the initial contract term.

3. A detailed proposed project timeline for development and implementation of the Learning Exchange including each activity identified in the *Scope of Work* for Lead Entities. The bidder's proposed timeline should be consistent with, but include considerably more detail than, the timeline provided in the *Scope of Work*.
4. A description of the rights ISBE will have in the data collected and any software applications and other technology, tools, and resources developed by the bidder in the event ISBE elects to renew or discontinue the contract with the selected entity after the initial contract term.

**Required Qualifications:** The bidder's proposal must describe the bidder's organization and identify key personnel who will be responsible for the activities described in the *Scope of Work*. Describe the qualifications and experience of the bidder and key personnel in performing work of a similar nature, including, but not limited to, knowledge, expertise, and capacity to effectively carry out the activities described in the *Scope of Work*. The proposal should also identify partnerships and/or relationships with supporting stakeholders in the public and private sectors. Include strong and specific letters of support from partners and supporting entities.

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

**Submission Requirements:** Proposals must be submitted in five parts as indicated in the table below. Each subpart must be packaged separately and clearly labeled with the RFSP title, the bidder's name, and the wording: "SEALED PROPOSAL – DO NOT OPEN." Bidders that are applying to serve as Lead Entity in more than one cluster must submit a separate proposal for each.

Parts	Components	Copies
I.	Narrative Description of the Proposed Work	Original and five (5) hard copies
II.	Cost Proposal	Original and five (5) hard copies
III.	Certifications including: <ul style="list-style-type: none"> <li>♦ Standard Certifications</li> <li>♦ Acknowledgement of Amendments or Addenda (applicable only when addenda is posted to the Illinois Procurement Bulletin)</li> </ul>	One (1) hard copy
IV.	Compact Discs (CDs)	Eight CDs including: <ul style="list-style-type: none"> <li>♦ Two (2) CDs that include Part I (Narrative Description of the Proposed</li> </ul>

Parts	Components	Copies
		<p>Work) in a Microsoft ® Word file</p> <ul style="list-style-type: none"> <li>♦ Two (2) CDs that include Part II (Cost Proposal) in a Microsoft® Word file</li> <li>♦ Two (2) CDs that include Part I (Narrative Description of the Proposed Work) in a PDF file</li> <li>♦ Two (2) CDs that include Part II (Cost Proposal) in a PDF file</li> </ul>
V.	Redacted Version	One (1) hard copy (Refer to Freedom of Information section below)

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

ISBE may not necessarily be allowed to release a redacted version of the proposal. ISBE will abide by the decisions of the Public Access Counselor regarding the release of information.

**Out-of-State Companies:** Bidders must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract. It is the contractor’s responsibility to be in compliance with the requirements of the Illinois Secretary of State. Non-Illinois bidders must contact the Secretary of State, Department of Business Services at (217)782-1834 regarding a Certificate of Authority to Transact Business in Illinois [805 ILCS 5/13]. Application forms requesting authority to transact business in Illinois can be accessed by downloading [Form BCA 13.15](#) from the following website: [http://www.cyberdriveillinois.com/departments/business\\_services/publications\\_and\\_forms/bca.html](http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html)

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

[Public Act 96-0795](#) provides that a “prohibited bidder” includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting, or preparing a request for proposals or request for information or provided similar

assistance is deemed a prohibited bidder. The *Certifications and Assurances* section of this RFSP identifies the required certifications prior to entering into a contract with the State of Illinois.

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

Contractors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may terminate the contract, consistent with the termination provision of this contract, if the bidder lacks the financial resources to perform under the contract. ISBE may require that a bidder correct any deficiencies as a condition of further evaluation.

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

**Changes to the RFSP:** ISBE reserves the right to rescind or amend the solicitation offered via this RFSP. Changes to the RFSP will be posted via amendments or addenda on the Illinois Procurement Bulletin found at <http://www.purchase.state.il.us>. In the event that ISBE issues any changes to this RFSP, acknowledgement of receipt of such changes must be made to ISBE in writing, signed by an individual authorized to legally bind the bidder, and included in the package labeled “CERTIFICATIONS.” If changes to the RFSP are not acknowledged, ISBE retains the right to reject the bid as non-responsive. Therefore, bidders are advised to check the Illinois Procurement Bulletin before submitting their proposals.

**Opening of Proposals:** Proposals will be publicly opened at 10:00 a.m. on July 13, 2012 at the ISBE Procurement Office, 100 North First Street, Springfield, Illinois 62777-0001. The contents of all proposals will remain confidential, and the contents will not be shared with competing bidders.

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

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

must submit to the State employee a written account of the discussion including the initiating inquiry. The purpose of the written account is to memorialize the communication and provide documentation for reporting to the Procurement Policy Board.

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

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

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

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

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

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

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

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

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

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

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

### **Fiscal Information**

ISBE has allocated a total of \$2,300,000 of federal Race to the Top Phase 3 funds for the planning and/or development and implementation of Learning Exchanges in eight (8) STEM clusters. A separate contract will be awarded to a Lead Entity for each of the five implementation clusters identified in this RFSP. ISBE anticipates that each Lead Entity award will be \$150,000 through the end of state fiscal year 2013 but reserves the right to increase or decrease the amount of any award based on the quality of the responses received. Race to the Top Phase 3 contract funds will be distributed during each year of the contract term according to the budget proposal submitted by the successful bidder for each cluster. The proposed annual distributions will be subject to approval by ISBE and the U.S. Department of Education.

Additional state or federal funding may be allocated to the Learning Exchanges during the contract term, dependent on the availability of funds, need for additional resources, and support for and success of the individual Learning Exchanges. Lead Entities are also required to provide a minimum 100% cash or in-kind matching contribution to support the Learning Exchanges from non-Race to the Top Phase 3 funding sources.

It is expected that contract funds in combination with matching funds will be used to cover the cost of the tasks described in this RFSP. This includes, but is not limited to, personnel costs, travel expenses, supplies and materials, and production costs. Travel expenses, including mileage and, where overnight stay is required, lodging and per diem costs are subject to state rates according to the Governor's Travel Control Board as outlined in the [Reimbursement Schedule of the Travel Guide for State Employees](#). Subcontracting is permitted under this contract, subject to approval by ISBE. Indirect costs are not allowed.

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

Bidders must provide a budget proposal in two parts:

1. The first part must clearly identify anticipated expenditures for the initial contract period and the first two renewal periods (i.e., through FY 2015).

2. The second part is a budget for expenditures for the remaining renewal periods (i.e., FY 2016 - FY 2020), in the event additional funds are made available to the contractor by ISBE. This second part should be expressed as a single, lump sum amount across all five fiscal years from and including FY 2016 through FY 2020. This amount, together with the amount budgeted through FY 2015, cannot exceed \$950,000. Funding for any renewal period after FY 2015 will be contingent upon ISBE receipt and approval of a supplemental budget proposal for any funding made available by ISBE and demonstration of the required match.

### **Proposal Specifications & Format**

Proposals must be submitted in five parts according to the format outlined below. Each part must be submitted in a sealed package separate from the other parts with appropriate labels as directed in the *Submission Requirements* section of this RFSP. Please use the following as a checklist in assembling the completed proposal. Bidders must provide all information requested in the narrative description and must address all points.

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

**\_\_\_A. Cover Page:** The cover page must contain the following information. Must be signed by the official authorized to submit the proposal.

1. Name, address, telephone and fax numbers, and e-mail address of the bidder;
2. Name and telephone number of the contact person; and
3. Federal Employer Tax Identification Number (FEIN) for the entity as well as a list of any proposed subcontractor(s) and their FEIN number(s).
4. Designation of the implementation cluster for which the bidder is proposing to serve as the Lead Entity.

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

1. Name and address of the parent company;
2. Name of chief executive officer;
3. Parent company's website address;
4. Type of organization (i.e., sole proprietor, corporation, partnership, etc.) Type of organization should be reported the same as identified on the taxpayer identification form; (Attachment 5);

5. Length of time the parent company has been in business;
6. Annual sales for the most recently completed fiscal year (July 1 through June 30), if applicable;
7. Number of full-time employees;
8. State of incorporation, state of formation, or state of organization;
9. Location(s) and telephone numbers of the major offices and other facilities that are pertinent to the bidder's performance under the terms of this solicitation; and
10. Parent company's FEIN.

\_\_\_B. **Executive Summary:** Briefly describe the proposed approach to the *Scope of Work* requirements and the organization's qualifications to serve as the Lead Entity. Summary limited to three (3) pages.

\_\_\_C. **Work Plan and Timelines:** Provide a work plan as specified in the *Scope of Work* section of this RFSP. Include timelines and work locations where applicable. The Work Plan must describe in detail how the requirements set forth in this RFSP (and, specifically, each element of the *Scope of Work*) are proposed to be accomplished. Bidders must also provide evidence of firm commitments from contributors amounting to at least 50% of the required matching contribution. The Work Plan is limited to 20 pages, not including attachments that demonstrate evidence of firm commitments for the required matching contribution.

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

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

1. A description of the contractor's organization;
2. The qualifications and experience of the contractor and the staff assigned to the contract in performing work of a similar nature;



3. A detailed description of the support that the bidder has from public and private stakeholders to serve in the role of Lead Entity for development of the Learning Exchange. Identify any partner organizations or entities that will assist with or be responsible for activities described in this RFSP. For any such partner organizations, briefly describe the nature of the organization and identify key individuals who will assist with the Learning Exchange. Letters of support from all named partnership organizations must be attached. The bidder, and any partner organizations, should demonstrate the capacity and support needed to provide the necessary leadership, funding, and other resources to accomplish all activities described in this RFSP.
4. A list of all contracts including contract numbers that the contractor has had with ISBE during the past five years. Do not include contracts with public entities such as Regional Offices of Education, schools, etc.; and
5. The names, addresses, and telephone numbers of four business references from companies where similar services have been provided (these references should not be from ISBE employees or members of the Board). List the type of services performed and dates of service.
6. Bidders good faith effort to meet the Business Enterprise Program (BEP) 20% goal.

The description of the contractor's qualifications is limited to 10 pages, not including letters of support from partner organizations.

## **Part II: Budget Proposal**

It is expected that contract funds in combination with matching funds will be used to cover the cost of the tasks described in this RFSP. This includes, but is not limited to, personnel costs, travel expenses, supplies and materials, and production costs. Bidders must provide a budget proposal in two parts; including amounts derived from contract funds and amounts derived from matching contributions.

1. The first part must clearly identify anticipated expenditures for the initial contract period and the first two renewal periods (i.e., through FY 2015).
2. The second part is a budget for expenditures for the remaining renewal periods (i.e., FY 2016 - FY 2020), in the event additional funds are made available to the contractor by ISBE. This second part should be expressed as a single, lump sum amount across all five fiscal years from and including FY 2016 through FY 2020. This amount, together with the amount budgeted through FY 2015, cannot exceed \$950,000. Funding for any renewal period after FY 2015 will be contingent upon ISBE receipt and approval of a supplemental budget proposal for any funding made available by ISBE and demonstration of the required match.

The allocation of contract funds must be consistent with the funding allocation set forth in the *Fiscal Information* section of this RFSP, unless the bidder indicates it is seeking approval from ISBE and the U.S. Department of Education for a different allocation.

**\_\_\_A. Cover Page:** The cover page must contain the following information.

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

**\_\_\_B. Budget:** A complete budget for the entire contract period must be included. The budget must show line item expenditures for allowable expenditures as identified in the *Fiscal Information* section of this RFSP. Describe the expenditures for the entire contract period displaying each deliverable separately. **Indirect costs are not allowed.** The budget format used must provide the following information.

1. **Personnel costs:** Itemize the following for each category of personnel involved (i.e., management, professional, technical, and support):
  - a. Estimated days of service;
  - b. Rate per day; and
  - c. Total cost per category and for all personnel.
2. **Supplies and materials:** Itemize supply and material costs.
3. **Travel:** Separate travel costs from per diem costs. Estimate the number of trips.
4. **Production Costs:** Itemize any production costs.
5. **Subcontracting information, if applicable:** Subcontracting is permitted under this contract, subject to approval by ISBE. Bidders are advised that the selected contractor will be required to provide copies of all subcontracts, where the annual amount of the subcontract is greater than \$25,000, to ISBE within twenty (20) days of execution of a contract with ISBE or after execution of the subcontract whichever is later.

Bidders are also advised that all subcontracts must include the same standard certifications, assurances, disclosures, and conflicts of

interest as is required of the contractor. See Part III of the *Proposal Specifications and Format* section: *Certifications and Assurances*; Attachments 1-9 apply as applicable and are required of contractors and their subcontractors.

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

- a. Name(s) and address(es) of subcontractor(s);
  - b. Need and purpose for subcontracting;
  - c. Measurable and time-specific services to be provided;
  - d. Associated costs (i.e., amounts to be paid under subcontracts);
  - e. FEIN for each subcontractor; and
6. **Other Costs:** Itemize and provide specific information.
  7. **Renewals:** Provide budget for all possible renewals.
  8. **Total Costs.**

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

- \_\_\_A. Standard Certifications for Bidders and Subcontractors (Attachment 1)
- \_\_\_B. Disclosure of Conflict and Financial Interest (Attachment 2)
- \_\_\_C. Department of Human Rights Public Contract Number (Attachment 3)
- \_\_\_D. Minority, Female, Person with Disability Status and Subcontracting (Attachment 4)
- \_\_\_E. Vendor's Federal Taxpayer Identification Number, Legal Status Disclosure Certification and Contract Addendum (Attachment 5)
- \_\_\_F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment 6)
- \_\_\_G. Certification Regarding Lobbying (Attachment 7)
- \_\_\_H. Federal Funding Certifications and Assurances (Attachment 8)

\_\_\_I. Subcontracting Information (Attachment 9)

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

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

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

## Criteria for Review and Approval of Proposals

Below are the parts that will be evaluated and their relative weights in point format. Proposals may receive up to a maximum score value of 1,000 points. Those proposals receiving the highest overall scores will be considered in rank order.

The criteria for review for each part are listed below.

### Part I: Criteria for Narrative Description

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

\_\_\_A. **Matching Contribution:** The total number of points for the matching contribution is 200. Each Lead Entity is responsible for providing a minimum \$430,000 cash or in-kind matching contribution. Points for the matching contribution will be awarded based on the amount of firm commitments demonstrated in the bidder's proposal and demonstrated capacity to provide additional matching contributions equal to or in excess of the minimum requirement. Up to 200 points will be awarded according to the following scale:

- Bid demonstrates firm commitments for 200% or more of the required matching contribution and capacity to provide additional matching contributions: 200 points
- Bid demonstrates firm commitments for 100%-199% of the required matching contribution and capacity to provide additional matching contributions: 100 to 199 points
- Bid demonstrates firm commitments for 50%-99% of the required matching contribution and capacity to provide additional matching contributions equal to or in excess of the minimum requirement: 0 to 99 points
- Bids that do not demonstrate firm commitments for at least 50% of the required matching contribution, or do not demonstrate capacity to provide the additional matching contributions equal to or in excess of the minimum requirement will be deemed not to meet the matching contribution requirement. In that event, ISBE may, at its discretion, either reject the proposal or consider the proposal for a reduced contract award in an amount that is proportional to the firm matching commitments secured by the bidder.

\_\_\_B. **Work Plan:** The total number of points for the work plan review is 400. The contractor's work plan will be judged against the scope of work outlined in this RFSP and in accordance with the following criteria:

- The bidder clearly identifies key goals, activities, and strategies for establishing an organizational structure that is appropriate and effective and aligns with the public-private partnership structure identified by IPIC. The bidder describes

anticipated roles and responsibilities for the Lead Entity and any partners, including strategies for governance and management of the Learning Exchange, that are likely to be effective and meet the identified criteria and goals. The proposal demonstrates that the bidder has sufficient fiscal and management capacity to undertake all activities described in the work plan, including, but not limited to, managing public and private funds and accounting for the contract funds and matching contributions. (150 points)

- The bidder clearly identifies key goals, activities, and strategies for developing the proposed plan for Learning Exchange implementation. The proposed strategic planning process will be effective for implementation of the Learning Exchange. The proposed strategic planning process addresses all nine (9) functions of Learning Exchanges and describes strategies for planning and implementing the Learning Exchange to serve those nine functions. (200 points)
- The bidder clearly identifies key goals, activities, and strategies for developing a sustainability plan for operation of the Learning Exchange beyond the initial contract term that are likely to be effective and further the goals identified by IPIIC. The bidder also identifies funding commitments, or effective strategies for obtaining contributions, that extend beyond the initial contract term. (50 points)

\_\_\_C. **Required Qualifications:** The total number of points for qualifications is 400. The contractor's qualifications including education, work experience, knowledge, skills, capacity, and partnership support will be judged against the qualification requirements outlined in the RFSP and in accordance with the following criteria:

There is evidence that the bidder:

- Identified key management personnel with the proper qualifications, credentials, and/or experience and demonstrated knowledge, expertise, and capacity necessary to effectively plan, develop, and implement the Learning Exchange in accordance with the goals and functions described in this RFSP. (100 points)
- Demonstrated sufficient partnerships and/or relationships with diverse supporting stakeholders in the public and private sectors to accomplish the activities and goals described in this RFSP and demonstrated support from a broad range of public and private partners to serve in the role of Lead Entity. The bidder provided detailed information, including strong and specific letters of support, about partnerships and relationships with stakeholders and supporting entities. (300 points)

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

Cost will be the deciding factor between substantially similar proposals.

If ISBE does not consider the proposed budget allocation to be fair and reasonable, and it cannot negotiate an acceptable budget, then ISBE reserves the right to cancel the award and

take appropriate action to meet its needs. ISBE will determine whether the budget is fair and reasonable by considering the proposal, including the bidder's qualifications; the bidder's reputation; the cost allocation proposed; the project budget; and other relevant factors.

Proposals received and not awarded will be retained by ISBE during the contract period. ISBE reserves the right to award additional contracts if performance of contractors selected is unsatisfactory; a contractor withdraws; or the contract is terminated by mutual agreement.

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

Subcontracting is allowed under this agreement

### Contractual Terms and Provisions

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

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

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

"Confidential Information" is defined in Section 8 below.

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

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

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

"Embedded Software" is defined in Section 7 below.

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

"Laws" is defined in Section 16 below.

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

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

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

"Term" shall mean and refer to the period from the date of execution of the Agreement (but no earlier than August 1, 2012) through June 30, 2013 subject to earlier termination as provided in the Agreement.

2. **Performance of the Services.** The Contractor shall perform the Services (i) with a high degree of skill, care, and diligence; (ii) in accordance with the highest professional standards; and (iii) in accordance with any schedule of deliverables set forth in the Proposal. The Contractor shall provide all personnel, materials, and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent



contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State.

3. **Post Performance Review.** Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement. Funds may be expended only for activities occurring during the Term.
4. **Subcontractor.** For purposes of this section, subcontractors are those individuals or entities specifically hired to provide to the Contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract.
5. **Designation of Subcontractors.** If during the Term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
  - Name(s) and address(es) of subcontractor(s);
  - Need and purpose for subcontracting;
  - Measurable and time-specific services to be provided;
  - Associated costs, i.e., amounts to be paid under subcontracts;
  - Federal Employer Tax Identification Number for each subcontractor;

If contractor chooses to subcontract with an entity for more than \$25,000 annually, the subcontract between the contractor and their subcontractor that was proposed on the proposal must contain the same standard certifications, assurances, disclosures, and conflicts of interest as is required of the contractor. See Part III of the Proposal Specifications and Format section. ISBE must have a copy of each subcontract the contractor has listed on their proposal within twenty (20) days of execution of the Agreement between ISBE and Contractor.

  - Standard Certifications and Disclosures and Conflicts of Interest must be completed and signed by any subcontractor.

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

A copy of each subcontract issued pursuant to the Agreement shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Agreement or after

execution of the subcontract, whichever is later. If at any time during the Term of the Agreement, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, by written amendment to the Agreement, the State Purchasing Officer, of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Agreement. Any subcontracts entered into prior to execution of the Agreement are done at the Contractor's and subcontractor's risk.

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

6. **Reporting.** During the Term, the Contractor will provide quarterly progress reports due to ISBE on the 1<sup>st</sup> of September, December, March, and June. The report must include an accurate and up-to-date accounting of the interest-bearing escrow account that is required to receive cash donations. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request. A payment schedule will be prepared by ISBE for inclusion with the Agreement.

7. **Rights to Work Product.**

a) Definitions.

1. "Custom Work Product" means the resulting software (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation, and the like) and other data, materials, and products created by the Contractor on behalf of ISBE and in furtherance of the Services.
2. "Embedded Software" means any pre-existing software owned by the Contractor or by any third party and incorporated or embedded into the Custom Work Product.
3. "Generic Components" means the software/programming tools developed generally by the Contractor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder; (b) can be used completely free of the Custom Work Product Content; and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

- b) Ownership of Custom Work Product. ISBE shall own all rights, title, and interest to any Custom Work Product. The Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Custom Work Product including all related intellectual property rights.

- c) License to Embedded Software. Except as otherwise specifically set forth in the Proposal, (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded Software; and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose. Any use of embedded software must have the prior written approval of ISBE.

- d) Ownership of Generic Components. ISBE shall own all rights, title, and interest to any Generic Components to the Custom Work Product. The Contractor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Contractor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law, any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to ISBE and its designees, the ownership of such Generic Components including all related intellectual property rights.

## **8. Confidential Information.**

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

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

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

**10. Default and Termination.**

- a) Termination for Convenience: ISBE may terminate this Agreement upon 30 days written notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore. ISBE shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, and may, at its election, procure such work as may be necessary to complete the Services from other contractors.
- b) Contractor Default: The occurrence of any one or more of the following matters constitutes a default by the Contractor under this Agreement (a "Contractor Default"):
  - 1. The Contractor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;
  - 2. Contractor makes a general assignment for the benefits of its creditors;
  - 3. The Contractor shall commence or consent to any case, proceeding, or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor's property;
  - 4. Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor's property;
  - 5. The breach of any representation, certification, or warranty made by the Contractor herein or Contractor's failure to comply with any other provision of this Agreement; or,
  - 6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE's prior written consent.
- c) Upon the occurrence of a Contractor Default, ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor's right to perform Services under this Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor upon demand.

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

Upon execution of this Agreement, the Contractor shall provide copies of certificates of insurance evidencing the coverage described in this Section. The policies specified above shall be

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

13. **Key Persons.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in the Proposal is key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:
- a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
  - b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor's performance of this Agreement.
14. **Non-availability of Funding.** Obligations of ISBE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.
15. **Record-keeping.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the Term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, chief procurement officer, internal auditor, the purchasing agency (ISBE), and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.
16. **Compliance with Laws.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the

Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.

17. **Cumulative Rights.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
18. **No Waiver.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.
19. **Assignment.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, Section 504 of the federal Rehabilitation Act, and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.
21. **Website Incorporation.** ISBE expressly states that it will not be bound by any content on the Contractor's website even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.
22. **Solicitation and Employment.** Contractor shall not employ any person employed by the Illinois State Board of Education during the Term of this Agreement to perform any work under this Agreement. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this Agreement.
23. **Background Check.** ISBE may require the Contractor to conduct name based criminal history background checks or driver history background checks of any of Contractor's officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this Agreement in the event background checks reveal irregularities.
24. **Ethics Training.** The Contractor shall, at least annually, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE's Ethics Officer by a date determined by ISBE on an annual basis.
25. **Anti-Trust Assignment.** If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Agreement, then upon request Contractor shall assign to the State all right, title, and interest in and to the claim or cause of action.

- 26. Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the “Stevens Amendment”) due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.



## Standard Certifications for Bidders and Subcontractors

### 1. Introduction

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

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

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

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

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

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

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

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

### 2. Legal Ability to Contract

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

- a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.
- b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.
- c) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).

- d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- e) If Contractor employs 25 or more employees and this contract is worth more than \$5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor is an individual and this contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).
- g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.
- h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items. (30 ILCS 105/15a).
- i) Contractor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- j) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- k) If contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
- l) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors acknowledge the Illinois State Board of Education may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant subcontractors later becomes delinquent and have not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- m) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.
- n) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of

Illinois in accordance with provisions of the Illinois Use Tax Act. The Contractor acknowledges failure to comply can result in the contract being declared void.

- o) Contractor certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false. This public act prohibits the bidding on or entering into contracts with a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years.
- p) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- q) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- r) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, vendors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).
- s) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- t) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- u) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- v) The contractor certifies in accordance with (30 ILCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).
- w) Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- x) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).
- y) Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

- z) Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- aa) Contractor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- bb) Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43), and as applicable has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

- a) That it will not discriminate against any employee or bidder for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Bidders will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.

- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify ISBE and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 4. State Board of Elections

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

Please check the appropriate box below:

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

(or)

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

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

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Signature of Contractor

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Name of Contractor

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Title

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Date

## Disclosure of Conflict and Financial Interest

### Part I - Conflicts of Interest

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

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

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

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

f) **Exceptions.**

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

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

CHECK ONE:

☐

No conflict of interest.

☐

Potential conflict of interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that directly or is associated indirectly with the conflicted individual.

**Part II – Disclosure of Financial Interest in the Vendor**

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

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

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



Name	Address	Ownership Instrument	Dollar or Share of Ownership

(Attach extra sheets if necessary)

Do any of the persons listed above fall into any of the following categories?

Yes \_\_\_\_ No \_\_\_\_

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

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

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

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

- a) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
- or
- b) The company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

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

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Contractor's Name  
(printed) \_\_\_\_\_

Official authorized to sign on behalf of VENDOR:

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

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

**Department of Human Rights (DHR) Public Contract Number**

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

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

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

DHR Public Contracts Number: \_\_\_\_\_

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

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

Proposal forms may be obtained by:

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

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

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

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

## **Attachment 4, 4a and 4b Instructions**

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

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

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

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

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

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

**Attachment 4b:** All bidders must complete this form.

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

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

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

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

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

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

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

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

- a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.
- b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.
- c) The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.
- d) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:
  - (1) The name and address of each certified vendor to be used;
  - (2) The name of the agency/organization that has certified the vendor as disadvantaged, minority or woman business enterprise (i.e., CMS Business Enterprise Program, Women's Business Development Center, etc.). At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** (The criteria for eligibility: The business is at least 51% owned and controlled by a minority, woman, or person with

disability, the owner is a U.S. citizen or resident alien, and the annual gross sales and receipts of the business are under \$27 million.)

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

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

- a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

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

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

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

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



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

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

- a) The Utilization Plan may not be amended without the Agency's prior written approval.
- b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- c) Substitutions of a certified vendor shall be permitted under the following circumstances:
  - (1) Unavailability after receipt of reasonable notice to proceed;
  - (2) Failure of performance;
  - (3) Financial incapacity;
  - (4) Refusal by the certified vendor to honor the bid or proposal price or scope;
  - (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - (6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
  - (7) The certified vendor's withdrawal of its bid or proposal; or
  - (8) Decertification of the certified vendor.
- d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial

Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

- f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 3 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- i) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## Utilization Plan Response to Attachment 4

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

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

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

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

Vendor's person responsible for compliance with Attachment 4:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ extension \_\_\_\_\_  
Email: \_\_\_\_\_

We submit one (1) of the following statements:

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

## Section I Utilization of Certified Vendors

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

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

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

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

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

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

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

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

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

OR,

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

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

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

## Section II

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

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

### Section II A

#### Good Faith Efforts Checklist

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

- \_\_\_\_\_ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
  
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
  
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
  
- \_\_\_\_\_ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
  
- \_\_\_\_\_ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
  
- \_\_\_\_\_ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

**Section II B**  
**Good Faith Efforts Contacts Log for Soliciting**  
**BEP Sub-consultant, Subcontractor or Supplier Participation**

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

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

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

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Project/Solicitation Number \_\_\_\_\_

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

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

Period of Performance: \_\_\_\_\_

Proposed Contract Amount \$ \_\_\_\_\_

Proposed Subcontract Amount \$ \_\_\_\_\_

Description of work to be performed by certified vendor: \_\_\_\_\_

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

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

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

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

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*Signature*

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*Signature*

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*Printed Name*

---

*Printed Name*

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

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

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public

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

Notary Public

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



### Minority, Female, Person with Disability Status and Subcontracting

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

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

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

If "Yes," check each that applies:

**Category:**

Minority	_____
Female	_____
Person with Disability	_____
Disadvantaged	_____

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

**Certifying Agency:**

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

**Category:**

Minority	_____
Female	_____
Person with Disability	_____
Disadvantaged	_____

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

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

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

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

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

NAME (As shown on your income tax return)		BUSINESS NAME (If different from your income tax form)	
Check appropriate box	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Governmental	<input type="checkbox"/> Estate or Trust
	<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonresident Alien
	<input type="checkbox"/> Limited Liability (D=disregarded entity, C=corporation, P=partnership)		
ADDRESS (Number, Street, and Apt. or Suite Number)		CITY	STATE ZIP CODE

**Part I – Taxpayer Identification Number (TIN).** Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). Social Security Number/Employer ID No.

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

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

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

- |   |  |
|---|--|
| <p>a) As part of each certification, VENDOR acknowledges and agrees that should VENDOR or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:</p> <ul style="list-style-type: none"> <li>the contract may be void by operation of law,</li> <li>the State may void the contract, and</li> <li>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.</li> </ul> <p>Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.</p> | <p>h) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the VENDOR is in violation of Subsection.</p> |
| <p>b) VENDOR, its employees and subcontractors will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the American with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.</p>   | <p>i) The VENDOR certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.</p>  |
| <p>c) VENDOR is not in default on an education loan (5 ILCS 385/3) or in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).</p>  | <p>j) VENDOR certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).</p>   |
| <p>d) VENDOR (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).</p>  | <p>k) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act.</p>  |
| <p>e) VENDOR certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.</p>   | <p>l) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).</p>   |
| <p>f) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the VENDOR has made an admission of guilt of such conduct which is a matter of record.</p>   | <p>m) VENDOR certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).</p>   |
| <p>g) The VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a VENDOR from entering into a contract with a State agency if the VENDOR has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony.</p>  | <p>n) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, Contractors, proposers, or employees of the State (30 ILCS 500/50-40, /50-45,/50-50).</p>  |
|   | <p>o) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free work place, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).</p>  |

- p) Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- q) VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- r) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- s) VENDOR complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction (30 ILCS 583).
- t) VENDOR complied with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
- u) In accordance with Information Technology Accessibility Act (30 ILCS 587), all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa).
- v) VENDOR certifies that it is not in violation of (30 ILCS 500/50-14.5) which states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- w) VENDOR warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits VENDORS and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No.1 (2007)).
- x) VENDOR certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- y) To the extent there was a incumbent VENDOR providing the services covered by this contract and the employees of that VENDOR that provide those services are covered by a collective bargaining agreement, VENDOR certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
- z) Vendor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.
- aa) VENDOR has disclosed and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the contract. This includes, but is not limited to, conflicts of Article 50 of the Procurement Code (30 ILCS 500/50) or those which may conflict in any manner with the VENDOR'S obligation under this contract. VENDOR shall not employ any person with a conflict to perform under this contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the VENDOR or the contract, VENDOR certifies it has disclosed that information to the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- bb) AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) VENDOR and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the VENDOR for a period of 3 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of 3 years from the later of final payment under the term or during the 3 year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The VENDOR shall not impose a charge for audit or examination of the VENDOR'S books and records. If federal funds are used to pay contract costs, the VENDOR must retain its records for five years. VENDOR shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this Paragraph.
- cc) VENDOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). VENDOR will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.
- In accordance with section 20-160 of the Illinois Procurement Code,
- VENDOR certifies as applicable:
- ☐ VENDOR is not required to register as a business entity with the State Board of Elections.
- or
- ☐ VENDOR has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, VENDOR acknowledges a continuing duty to update the registration as required by the Act.

dd) AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason or (2) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. VENDOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

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

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

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

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

APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

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

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

Signature

## ILLINOIS STATE BOARD OF EDUCATION

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

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

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

**CERTIFICATION**

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

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

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

**Instructions for Certification**

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



## ILLINOIS STATE BOARD OF EDUCATION

**Certification Regarding Lobbying**

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

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

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

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*Organization Name*

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

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*Name and Title of Authorized Representative*

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*Signature*

---

*Date*

## Federal Funding Certifications and Assurances

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

As required by OMB, Vendor certifies that it:

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

- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- ii. Notification of violating facilities pursuant to Executive Order 11738;
- iii. Protection of wetlands pursuant to Executive Order 11990;
- iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
- ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,
- ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- v. Executive Order 11593, which relates to identification and protection of historic properties;
- vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

## 2. Subcontracts:

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

## 3. Certifications Regarding Lobbying:



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

**4. Control of Property:**

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

**5. Cost Principles:**

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

**6. Davis-Bacon Act:**

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

**7. Disadvantaged Business Enterprise (DBE) Assurance:**

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

**8. Drug Free Workplace:**

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

**9. Procurement Compliance Certification:**

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

**10. Standard Assurance:**

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

**11. Buy American Act:**

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

**12. Federal Debarment/Suspension:**

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

**13. Eligibility for Employment in the United States:**

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

**14. Exhibits and Amendments:**

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

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

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Signature

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Printed Name

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Date

**Subcontracting Information**

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

Will subcontractors be utilized?

☐ Yes☐ No

- 3) Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

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

- 4) The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.
- 5) All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certification as shown on the Standard Subcontract Certification form available from the State.

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

This information is submitted on behalf of:

\_\_\_\_\_  
(Vendor/Subcontractor Name)

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date: