

**State of Illinois  
PROCUREMENT OPPORTUNITY**

TO: Bid/Proposal Manager

FROM: Hank Anthony, CMS Representative

DATE: October 10, 2002

SUBJECT: PROJECT TITLE: Evaluation of the Jackson County School-Based Probation Program

\_\_\_\_\_ Invitation for Bids (IFB)  
\_\_\_\_\_ Request for Proposals (RFP)  
  X   Request for Proposals Professional and Artistic Services (RFP P&A)

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The Illinois Criminal Justice Information Authority (AGENCY) is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

**Brief Description:**

*The VENDOR is to conduct an evaluation of the Jackson County School-Based Probation program. Every minor who is sentenced to juvenile probation in Jackson County is assigned two probation officers: a school-based officer and a traditional line officer. The evaluation will examine program implementation and, if applicable, initial program impact. The VENDOR will be responsible for: (1) determining the sample(s), (2) developing an evaluation design, (3) providing continuing feedback to the AGENCY concerning the evaluation design and the progress of the evaluation, (4) carrying out the evaluation in a manner that provides quality feedback to program staff, contributes to the understanding of effective programming for minors, and complies with accepted principles of confidentiality and standards relating to social science research using human subjects, (5) delivering a final evaluation report and data file(s) to the AGENCY, in a form and manner specified by the AGENCY, and (6) completing the project within the required timeframe.*

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This section advises what you need to know and do when preparing and submitting an offer to us. It also tells how we will evaluate your offer. The first page of the Instructions, the "Custom Page," will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to an Invitation for Bids, or Request for Proposals and may sometimes be called a "bid" or "proposal".
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your company requested in the "Vendor Prequalification" section, including certain conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information we will not be able to consider your response.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. Do not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

**INSTRUCTIONS FOR SUBMITTING OFFERS**  
**(CUSTOM PAGE)**

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**1.1 SUBMIT OFFERS TO:**  
Illinois Criminal Justice Information Authority  
Attn: Hank Anthony, CMS Representative  
120 S. Riverside Plaza, Suite 1016  
Chicago, IL 60606-3997

**LABEL ON OFFER CONTAINER:**  
Illinois Criminal Justice Information Authority  
Attn: Hank Anthony, CMS Representative  
Evaluation of the Jackson County  
School-Based Probation Program  
Due Date: December 16, 2002; 5:00 pm

Electronic Format Requested: NO

(Note: Offers will be opened at the above address.)

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**1.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** December 16, 2002

**Time:** 5:00 pm

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**1.3 NUMBER OF COPIES:** Submit a signed original and 5 copies of your offer in a sealed container. *Please also submit price in a separate sealed envelope in each copy of the Offer Container.*

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**1.4 OFFER FIRM TIME:** 90 Days from Opening

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**1.5 SECURITY:** Offer \$ N/A Performance \$ N/A

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**1.6 VENDOR CONFERENCE/SITE VISIT:**  Yes  No  
**Mandatory Attendance:**  Yes  No  
**Date and Time:**  
**Location:**

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**1.7 PROJECT CONTACT:**

Illinois Criminal Justice Information Authority  
Attn: Timothy Lavery  
120 S. Riverside Plaza, Suite 1016  
Chicago, IL 60606-3997

**Phone:** (312) 793-8550  
**Fax:** (312) 793-8422  
**TDD:** (312) 793-4170  
**Email:** tlavery@icjia.state.il.us

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**1.8 PROTEST REVIEW OFFICE:**

Illinois Criminal Justice Information Authority  
Attn: Hank Anthony, CMS Representative  
120 S. Riverside Plaza, Suite 1016  
Chicago, IL 60606-3997

**Phone:** (312) 793-8550  
**Fax:** (312) 793-8422  
**TDD:** (312) 793-4170

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**1.9 SMALL BUSINESS SET-ASIDE:** Yes  No . If "Yes" is marked this has been set-aside for award to small businesses in Illinois (**30 ILCS 500/45-45**). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.

- 1.10 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at [www.legis.state.il.us/ilcs/chapterlist.html](http://www.legis.state.il.us/ilcs/chapterlist.html). The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us>.
- 1.11 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may register to view and download procurement information at <http://www.purchase.state.il.us>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.12 SUBMISSION OF OFFER.** (see CUSTOM PAGE). You may mail or hand deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized on the CUSTOM PAGE. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery and at the delivery site.
- 1.13 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer is required (see CUSTOM PAGE). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
- 1.14 MODIFICATION / WITHDRAWAL OF OFFER.** Written requests to modify or withdraw the offer received by the State prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.15 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the State PROJECT CONTACT (see CUSTOM PAGE). Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the AGENCY. We will provide written answers to questions of a general nature or which would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the State.
- 1.16 VENDOR CONFERENCE/SITE VISIT.** (see CUSTOM PAGE). Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the State's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.
- 1.17 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.18 OPENING.** (see CUSTOM PAGE). We will open all offers properly and timely submitted, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.

- 1.19 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.20 OFFER FIRM TIME.** (see CUSTOM PAGE). Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.21 SECURITY.** (see CUSTOM PAGE). You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.22 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.23 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.24 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Illinois Procurement Bulletin. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 1.25 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within 7 calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE, or if there is no such designation to the PROJECT CONTACT (see CUSTOM PAGE). We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.26 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.
- 1.27 COMMENCEMENT OF WORK.** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your risk.
- 1.28 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.29 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.

- 1.30 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.31 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information." This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning vendor and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the State's evaluation shall be public.
- 1.32 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.33 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from [www.sos.state.il.us/depts/bus\\_serv/bca.html](http://www.sos.state.il.us/depts/bus_serv/bca.html).
- 1.34 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.35 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. **You must complete, respond to and submit all sections of each set of forms including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see CUSTOM PAGE). The electronic version may include additional instructions.

a) **CONTRACT FOR SUPPLIES AND SERVICES.**

This is the part of the solicitation that shows what we require in terms of specifications, contract terms and other requirements. The Contract for Supplies and Services is arranged as follows:

- Contract Format and Signature.
- Description of Supplies and Services
- Pricing/Compensation
- Standard Terms, Conditions and Certifications
- Supplemental Terms and Conditions
- Vendor Provided Additional Material and Exceptions

The Contract Format and Signature identifies the parties and the other elements of what will be the contract. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The State may accept your offer as submitted by signing the Contract Format and Signature page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you.

Show price information only in the Pricing/Compensation attachment. **When responding to a Request for Proposals or a Request for Proposals Professional and Artistic Services, place this attachment in a separate sealed envelope in the offer container.**

Any Supplemental Terms and Conditions required by the AGENCY will be noted, attached and will supercede anything to the contrary in the Standard Terms and Conditions.

The attachment, Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose.

b) **VENDOR PREQUALIFICATION.**

You must sign the "Vendor Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Prequalification" section is arranged as follows:

Vendor Prequalification Format and Signature  
Business and Directory information  
References  
Department of Human Rights Public Contract Number  
Minority, Female, Person with a Disability Status and Subcontracting  
Conflict of Interest Disclosures  
Taxpayer Identification Number

**1.36 CRITERIA FOR EVALUATION AND AWARD.** We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submit it late. Failure to meet other requirements could result in rejection.
- b) **Vendor Responsibility.** We will determine whether the vendor submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **Evaluation of "responsiveness" and "price" differ depending on the type of solicitation.** The evaluation and award criteria for each type of solicitation (Invitation for Bids, Request for Proposals, and Request for Proposals for Professional and Artistic Services) are shown in the following subsections. Only the appropriate subsection applies to this solicitation. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the State's needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.
- d) **Invitation for Bids.** We will identify the lowest cost offer and may rank the others in order of price. The responsible vendor who submitted the lowest cost offer that meets "administrative" and "responsiveness" requirements shall be eligible for award.

- e) Request for Proposals (including for Professional and Artistic Services). We will determine how well offers meet our requirements in terms of "responsiveness" to the specifications. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" offeror whose offer meets "administrative" requirements and whose offer is most advantageous shall be eligible for award. If we do not consider the price submitted in response to any type of RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked vendor. We will determine whether the price is fair and reasonable by considering the offer, including the vendor's qualifications, the vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

The point evaluation system is described below.

The total number of points for "responsiveness" is 50. Vendors who do not receive 30 of the total "responsiveness" points need not be considered for price evaluation and award. The elements of responsiveness that will be evaluated and their relative weights are:

<u>Elements</u>	<u>Weight</u>
<b>Initial Evaluation Plan</b>	<b>15 points</b>

Proposals will be evaluated based on the strength of their initial evaluation plan. It is expected that the initial evaluation plan of the selected VENDOR will be subject to change after the selected VENDOR meets with program staff and learns more about the program. Nonetheless, each proposal should include an initial evaluation plan (see page 7 for a list of the elements that should be included in the initial evaluation plan). A strong initial evaluation plan will demonstrate a solid understanding of sampling, evaluation design, measurement, data collection instruments, and statistical analysis. In order to demonstrate a strong understanding in these areas, the proposal should state the rationale underlying elements of the initial evaluation plan.

<b>Evaluation Management</b>	<b>10 points</b>
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Proposals will be evaluated based on how well they establish that those responsible for management of the evaluation have sufficient capabilities, experience, and resources. Interested entities can establish strong management capability by submitting: (1) a management plan that describes the tasks each member of the evaluation team will complete and, (2) a milestone chart that describes the coordination of the evaluation, or the tasks that the evaluation team will need to engage in to provide necessary deliverables, as well as the timelines by which those tasks will be completed. The management plan and milestone chart should be detailed enough to establish the management capabilities of prospective evaluation managers. Interested entities can establish strong management experience by noting such experience in the resumes and/or vitae of the principal investigator(s) and primary evaluation team members. Interested entities can establish strong resources by making note of applicable resources available at the offices of the interested entity, including support staff and computer equipment that can assist with the evaluation.

**Understanding of the Project****10 points**

Proposals will be evaluated based on the strength of their conceptual understanding of the project. Interested entities can show a strong conceptual understanding of the project by: (1) framing the project in the context of applicable existing research, (2) describing the potential utility of the evaluation as a means of informing policymakers and researchers, and (3) developing sound research questions.

**Qualifications of Key Personnel****10 points**

Proposals will be evaluated based on the strength of the qualifications demonstrated by the principal investigator(s) and other primary evaluation team members. Primary evaluation team members are individuals other than the principal investigator(s) who will be responsible for evaluation activities other than basic administrative duties. When evaluating qualifications, three areas will be considered: education, experience, and technical ability. To evaluate qualifications in these areas, resumes and/or vitae of the principal investigators and other primary evaluation team members will be examined.

**Clarity and Comprehensiveness of the Proposal****5 points**

Proposals will be evaluated for clarity and comprehensiveness. Proposals will be considered an example of the writing and presentation ability of the principal investigator(s). Proposals that are clear and comprehensive should: (1) be easily understandable by staff at the AGENCY, school-based probation program staff, and Jackson County juvenile justice policymakers, (2) be as concise as possible, yet still include important details, (3) adopt a structure that guides the reader through the proposal, and (4) avoid technical language to the extent possible.

Price is not a weighted element for Requests for Proposals for Professional and Artistic Services (P&A). For P&A RFPs, price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price.

- f) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated using simple comparative analysis of the elements of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

**END OF INSTRUCTIONS**



**CONTRACT FOR SUPPLIES AND/OR SERVICES**

The undersigned AGENCY and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

- 1. **TERM OF CONTRACT:** The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
- 2. **DESCRIPTION OF SUPPLIES AND SERVICES:** VENDOR shall provide the supplies and/or perform the services specified in this attachment.
- 3. **PRICING/COMPENSATION:** AGENCY shall pay VENDOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
- 4. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS:** Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
- 5. **OTHER ATTACHMENTS:** Additional terms and conditions are shown in the following attachments:  
 Agency Supplemental Terms and Conditions                                      Yes  No   
 Vendor Provided Additional Material and Exceptions                                      Yes  No

In Witness whereof, AGENCY and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

VENDOR (show Company name and DBA) \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

AGENCY (show name) \_\_\_\_\_  
**Illinois Criminal Justice Information Authority**  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
Dept. Of Central Management Services (if required)  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

<i>FOR STATE USE ONLY</i>	
Contract # _____	
Agency CLC _____	CMS CLC _____
Agency CFO _____	CMS CFO _____
Source Selection: IFB (including Multi-step) ___ RFP ___ RFP P&A <input checked="" type="checkbox"/> Small ___ Sole Source ___ Emergency ___	
Exempt from Code ___ Other (describe) _____	

## TERM OF CONTRACT

1. **Beginning and end date of initial term.**

**Estimated Beginning date:** March 1, 2003

**Estimated End date:** August 31, 2004

The term of the CONTRACT is expected to run from March 1, 2003 and terminate on or before August 31, 2004. The AGENCY shall not be responsible for costs incurred before effective date or after the expiration of this CONTRACT. Funding of this CONTRACT for this term may be contingent upon release of federal research and evaluation funds.

2. **Renewal.**

Except as otherwise shown, the State reserves the right to renew the contract for the same or lesser length of term as the initial term and on the same terms and conditions.

3. **Early Termination.**

The State reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, the AGENCY shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

## DESCRIPTION OF SUPPLIES AND SERVICES

### 1. **Need for Supplies and Services.**

These professional services are needed to assist in the AGENCY's mission of publishing research that supports criminal justice policy and program development. The Jackson County School-Based Probation program has adopted a unique approach to juvenile probation that warrants evaluation, yet the AGENCY does not currently have the necessary resources to devote to the evaluation without sacrificing other essential activities. Funds to support these services are available through the federal Edward Byrne Memorial State and Local Law Enforcement Assistance Grant awarded to the AGENCY by the Department of Justice, Bureau of Justice Assistance.

### 2. **The AGENCY's Goal.**

The primary byproduct of the evaluation should be a written report that serves the following functions: (1) informs Jackson County School-Based Probation program staff as to strengths and weaknesses of the program and assists program staff in improving the program, (2) provides program funders with information on program implementation and, potentially, program impact, (3) provides information to juvenile justice practitioners throughout Illinois and to the Illinois citizenry, and (4) makes a contribution to existing criminal justice research. The agency's goal is to publish a written evaluation that serves these functions.

### 3. **Supplies and/or Services Required.**

#### a. **Brief Description of the Jackson County School-Based Probation Program.**

Since March 2001, minors who are sentenced to probation in Jackson County have been assigned two probation officers: a typical line officer and a school-based officer. The school-based officer monitors all school-related juvenile probation conditions, meets with juvenile probationers at school, intervenes when juvenile probationers engage in disruptive behavior at school, picks up school records, speaks with teachers, and assists in linking juvenile probationers with services intended to improve academic performance. In general, line officers handle all other aspects of juvenile probation sentences, although the school-based officer may also monitor overall probation progress in instances when juvenile probationers miss office visits and/or instances when it is difficult to contact parents. The program is intended to provide more intensive probation services and to improve the academic performance of juvenile probationers. Jackson County generally has a caseload of approximately 90 juvenile probationers who attend approximately 18 schools.

#### b. **Evaluation Research Questions.**

##### Implementation

A majority of the evaluation should focus on program implementation. Perhaps the most interesting conceptual question that the evaluation can potentially provide insight into is whether increased communication between school personnel and probation officers is beneficial to juvenile probationers. As such, the VENDOR should examine the following implementation-related research questions pertaining to communication and/or other related questions:

How often are school personnel and school-based officers communicating about juvenile probationers?

How do school personnel perceive the program?

Are school personnel and school-based officers collaborating in an attempt to develop effective strategies for handling school-related issues faced by juvenile probationers?

It is also expected that the VENDOR will examine additional aspects of program implementation, such as contacts between school-based officers and juvenile probationers, communication between school-based officers and line officers, and juvenile probationers' perceptions of the program.

### Impact

It is expected that the VENDOR will develop a preliminary plan for examining program impact. The extent to which the preliminary impact plan is utilized will depend upon results of analyses examining program implementation. If the VENDOR determines that the program is being effectively implemented, then it is expected that the VENDOR will utilize all aspects of the preliminary impact plan.

The preliminary impact plan should provide an initial indication of whether the program is having the intended effects on the target audience. The AGENCY may, upon termination of the contract, provide the VENDOR with the option of submitting a plan for a more in-depth evaluation of program impact and broader program outcomes. Should the AGENCY provide the VENDOR with this option then, upon acceptance of the new plan, the VENDOR may be provided with a new contract that extends beyond the August 31, 2004 termination date of the current contract.

If the preliminary impact plan is utilized, then it is expected that the VENDOR will examine the following impact-related research questions pertaining to school performance and behavior, and/or other related questions:

Has the academic performance of juvenile probationers improved since they were sentenced to probation?

Have juvenile probationers decreased disruptive behavior at school since they were sentenced to probation?

The VENDOR is also expected to identify a potential comparison group of minors who are not participating in the school-based probation program. The preliminary impact plan should describe how the comparison group would be utilized to examine program impact.

It is also expected that the VENDOR will examine additional aspects of program impact, such as overall probation performance and arrests that occur while on probation.

### c. **Description of Expected Services.**

Interested entities should assume that the selected VENDOR would have the following responsibilities:

- Participate in a meeting with AGENCY staff and school-based probation staff to discuss the evaluation. The meeting will take place shortly after the VENDOR is selected.
- Deliver a written evaluation plan that includes the sampling strategy, sample sizes, the evaluation design, the research questions that will be examined, the types of measure(s) that will be obtained to answer research questions, the type(s) of data collection instrument(s) that will be used to answer research questions, potential data collection methods and procedures, and data analyses. The evaluation plan should include a preliminary impact evaluation plan. The preliminary impact plan should identify a potential comparison group.
- Deliver evaluation progress reports every three months. The progress reports should describe progress made in the previous three months by the VENDOR towards completion of the evaluation. Relevant materials reflecting progress should be submitted along with the progress report, including exact measures and instruments (in hard copy and electronic format) that will be used in the evaluation.

- Engage in all necessary activities to ensure that the evaluation plan is in compliance with generally accepted principles and standards regarding the use of human subjects in social science research. Such activities may include completing an application for human subjects research developed by an established Institutional Review Board (IRB) and modifying the evaluation based on IRB review. Should IRB review be necessary, then the VENDOR must deliver to the agency a copy of the accepted application, including signed approval from the IRB, prior to conducting the evaluation. The AGENCY has an internal IRB. The AGENCY reserves the right to require that the VENDOR obtain approval specifically from the AGENCY IRB.
- Collect all necessary data. Enter all necessary data in an appropriate electronic format.
- Analyze all data in a manner that enables the VENDOR to answer research questions.
- Deliver an interim evaluation report that describes the VENDOR's progress in collecting and analyzing evaluation data. The interim report should also note any changes in the evaluation plan.
- Deliver a final evaluation report that: (1) includes background information on the program, (2) describes the research questions to be answered in the evaluation (both implementation and, if applicable, preliminary impact research questions), (3) uses existing criminological and social science research to place the evaluation in a broader research context, (4) describes research methods and procedures, (5) includes evaluation measures and instruments, (6) describes the data analysis plan, (7) describes results, then draws conclusions and makes recommendations based on the results. The final evaluation report should be written so that it can easily be understood by the general public, yet the report should not sacrifice essential detail. The final evaluation report is intended to be useful to the general public, criminal and juvenile justice practitioners, Jackson County School-Based Probation program staff, policymakers, and academics.

d. **Milestones and Deliverables.**

The VENDOR shall submit the following information to the AGENCY in hard copy and on a disk or a CD ROM in machine readable formats, with text and graphics in the following formats: WordPerfect, Microsoft Word, or Microsoft Excel. The table below presumes that, in order to conduct the evaluation, the VENDOR will be required to establish that the evaluation plan is in compliance with generally accepted principles and standards regarding the use of human subjects in social science research. Expected completion dates may change based on whether the research is subject to review by an established Institutional Review Board and the level of review that is necessary.

Milestone/Deliverable	Expected Completion Date
Deliver a written evaluation plan that includes the elements listed in "Description of Expected Services".	April 1, 2003
Deliver evaluation progress reports that include the status and progress on the elements listed in "Description of Expected Services".	June 1, 2003, September 1, 2003, March 1, 2004, June 1, 2004
Deliver an interim evaluation report that includes the elements listed in "Description of Expected Services".	December 1, 2003
Deliver a final evaluation report that includes the elements listed in "Description of Expected Services".	August 31, 2004
Fiscal reports detailing expenditures by budget category that are completed on the required fiscal report form.	By the 15 <sup>th</sup> of each month for the preceding month's expenses.

In addition to the milestones and deliverables listed above, the VENDOR shall submit the following data and items to the AGENCY according to the following terms and schedule, to support the AGENCY in its mission to make available data and documentation from AGENCY-funded research. The VENDOR shall make no guarantee, without prior AGENCY approval, that the data generated as part of this evaluation project will not be transferred or released. Such a guarantee would preclude the AGENCY from archiving and making available AGENCY-funded data. By August 31, 2004, the VENDOR shall deliver the following data and items to the AGENCY:

- An electronic copy of each data set generated in conjunction with this project (SPSS data files are preferred; Excel, Access, and ASCII files are acceptable);
- For each data set, a codebook listing the data variables, their codes, and code labels (MS Word preferred; WordPerfect and ASCII are acceptable); and
- Any specialized programs necessary to replicate the original data analyses.

#### 4. Proposal content.

Interested entities should submit **one original and five copies** of their proposal. Each copy of the proposal should be sealed in a separate envelope, that is labeled with the information listed in section 1.1 of the "Instructions for Submitting Offers" (see page ii) under "Label on Offer Container". The proposal package should include:

- A cover letter to the AGENCY identifying that the interested entity is applying for funds to complete an evaluation of the Jackson County School-Based Probation program.
- A cover page that includes: (1) the title of the RFP P&A ("Evaluation of the Jackson County School-Based Probation Program"), (2) the name of the interested entity, (3) the full name(s) of the principal investigator(s), (4) the full name of the interested entity's contact person (if different from the principal investigator(s)), (5) the complete mailing address of the interested entity, and (6) all applicable contact information for the principal investigator(s) and/or the contact person, including telephone numbers, fax numbers, and email addresses.
- A table of contents.
- A proposal abstract.

- A brief review of literature that may be relevant to the evaluation. Research directly examining the effectiveness of increased communication between school personnel and probation departments is scarce. Interested entities should focus on literature that is indirectly related to the evaluation, such as research that has examined the efficacy of collaborative approaches to handling juvenile probationers.
- An initial evaluation plan that, to the extent possible without obtaining more detail on the program, includes but is not limited to:
  - a sampling strategy and proposed sample size for both a program sample and a comparison sample.
  - an evaluation design, including a preliminary impact plan.
  - research questions that can be answered by the evaluation, including but not limited to the questions listed on pages 3 and 4 of this RFP.
  - types of measures that could be collected to examine program implementation and preliminary impact.
  - types of instruments that could be developed and administered to examine program implementation and preliminary impact.
  - potential issues regarding the use of human subjects in social science research that may need to be addressed prior to conducting the evaluation.
  - types of statistical analyses that could be conducted to analyze evaluation data.
- A management plan that describes the tasks each member of the evaluation team will complete.
- A milestone chart that describes the coordination of the evaluation, or the tasks that the evaluation team will need to engage in to provide the deliverables listed in the section “Milestones and Deliverables” (pages 5-6) above, as well as the timelines by which those tasks will be completed.
- A resume or vita for each member of the evaluation team.
- An organizational chart showing lines of authority and reporting responsibilities.
- Organizational resources and capacities available at the offices of the interested entity, including general support staff and computer equipment that may assist with the evaluation.
- Four references for the principal investigator(s) from established firms or government agencies for which they have performed similar services (see page 19 for the reference form).
- Letters of commitment from all evaluation staff whose names are listed in the management plan and from any consultants assisting in the evaluation.
- Written assurance that informed consent will be obtained from all research participants, as required by federal regulations regarding protection of human subjects (28 CFR 46), written assurance that the evaluation will not involve deception of human subjects, and written assurance that all applicable federal requirements regarding confidentiality and anonymity of human subjects will be adhered to.
- A resource plan (see page 20 for the resource plan form).
- A pricing/compensation form **to be submitted in a separate sealed envelope within the proposal package** (see page 10 for the pricing/compensation form). Price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price.
- A detailed line-item budget and budget narrative **to be submitted in the same separate sealed envelope as the pricing/compensation form** (see pages 21-22 for budget guidelines). Price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price.
- A completed “Vendor Prequalification” section (see pages 29-38).

In addition, completed proposals should:

- Be written clearly so as to be easily understood by AGENCY staff, school-based probation program staff, and Jackson County juvenile justice policymakers.
- Be as concise as possible, yet include important details and address the proposal content requirements described in this section.
- Adopt a structure that guides the reader through the proposal content requirements described in this section.
- To the extent possible, avoid technical language.
- Be written and packaged as an example of the writing and presentation ability of the principal investigator(s).

**5. Qualifications of vendor and vendor's staff.**

The VENDOR must have and show the qualifications necessary to complete the evaluation. Interested entities should meet the following requirements in the areas of education, experience, and technical ability.

Education

Principal investigators and other primary evaluation team members must possess at minimum a bachelor's degree in social science research or related areas of study. A master's or doctoral degree is preferred for principal investigators and other primary members of the evaluation team. Principal investigators may hire research assistants who do not have bachelor's degrees (e.g., undergraduate students) to complete basic administrative or data collection duties.

Experience

Principal investigators and/or primary evaluation team members must have significant experience and skill in designing and conducting program evaluations. Interested entities must submit a current resume or vita for each member of the evaluation team that includes information on education, research and professional experience, publications, professional presentations, and completed research.

Technical Ability

Principal investigators and/or primary evaluation team members must have significant technical abilities enabling them to complete the tasks described in "Description of Expected Services" above (see pages 4-5). Such technical abilities should be clearly conveyed in the resumes and/or vitae of principal investigator(s) and primary evaluation team members.

**6. Performance Security Bond.**

N/A

If applicable, VENDOR shall provide a performance bond equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. For public works contracts, performance bond requirements will be found in Agency Supplemental Terms and Conditions.



7. **Subcontracting/Joint Ventures.**

Allowed  Not Allowed

The State intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

If VENDOR is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be shown. The AGENCY may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AGENCY.

**PRICING/COMPENSATION**

Please provide the following pricing/compensation information. **PLACE THE COMPLETED PRICING/COMPENSATION FORM IN A SEPARATE SEALED ENVELOPE IN THE PROPOSAL PACKAGE, ALONG WITH A LINE-ITEM BUDGET AND BUDGET NARRATIVE (SEE PAGES 21-22 FOR GUIDELINES ON DEVELOPING A LINE-ITEM BUDGET AND BUDGET NARRATIVE).**

**Anticipated Project Duration:** 18 months

**Available Funding:** Up to \$75,000

**1. Compensation for Supplies and/or Services.**

In the space below, estimate the cost of the evaluation. The cost should include expenses for: (1) supplies/equipment and travel necessary to complete the evaluation, (2) evaluation staff salaries/compensation, and (3) other expenses. The estimate should not exceed \$75,000.

\$ \_\_\_\_\_

**2. Payment Terms and Conditions.**

The AGENCY will send the selected VENDOR monthly fiscal report forms, which the VENDOR must use to report all evaluation expenses incurred during the previous month. The VENDOR will be paid upon submission and acceptance of a completed monthly fiscal report form. Payments will be made in monthly installments upon receipt and acceptance of the fiscal report form, sufficient progress towards completion of evaluation tasks as described in the "Milestones and Deliverables" section (pages 5-6), and submission of vouchers. Advance payments may be made to the VENDOR in an amount determined by the Executive Director of the AGENCY.

For any month in which the VENDOR is late in submitting any report or other information to the AGENCY, the VENDOR shall submit a letter to the Executive Director of the AGENCY explaining the reasons for the delay in the submission. No payment will be made until the VENDOR submits this letter to the Executive Director of the AGENCY, the Executive Director makes a determination as to whether to accept this letter of explanation, and the AGENCY has received all outstanding reports and other information, including outstanding reports and information from previously funded AGENCY projects. Acceptance of the letter of explanation or any late reports or information does not constitute a waiver of any other reporting dates or conditions of this agreement.

**3. Tax Exemption.**

The AGENCY's Illinois tax exemption number is           **E9984-0774-04**          

Federal tax exemption information is available upon request to the AGENCY.

## **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS**

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR's option.
2. **BILLING:**
  - a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
  - b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
  - c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.
3. **PAYMENT:**
  - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
  - b) The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
  - c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR's records as provided for in this CONTRACT.
  - d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
  - e) As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.
5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.
7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records 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 the date of 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, the AGENCY, 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. 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.
8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **ASSIGNMENT AND SUBCONTRACTING:**
  - a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval upon request.
  - b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT **(30 ILCS 500/35-40)**.
  - c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AGENCY shall have the option to accept a substitute or to terminate the CONTRACT.
  - d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.

12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AGENCY, VENDOR may meet the license requirement through a subcontractor.
13. **MAINTENANCE ASSURANCE:**
- a) The AGENCY reserves the right to maintain any equipment purchased under this CONTRACT using AGENCY personnel or third-party maintainers. In such case, VENDOR shall provide the AGENCY or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AGENCY reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AGENCY shall be without penalty or sanction by VENDOR.
  - b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY at no cost adequate documentation and access to specialized or proprietary tools to allow the AGENCY or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AGENCY.
14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**
- a) Any documents or information obtained by VENDOR from the AGENCY in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AGENCY.
  - b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
  - c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.
15. **WARRANTY:**
- a) VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the State to use, the supplies and services being provided and that the State may use same without suit, trouble or hindrance from VENDOR or third parties.
  - b) VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

**16. LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c) VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.
- d) AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e) Neither party shall be liable for incidental, special or consequential damages.

**17. TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

**18. SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

**19. BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

20. **LEGAL ABILITY TO CONTRACT:** 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:
- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
  - b) VENDOR is not in default on an educational loan **(5 ILCS 385/3)**.
  - c) Vendor has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Vendor has not received an early retirement incentive 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)**.
  - d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
  - e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
  - f) VENDOR is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges the contracting state agency may declare the contract void if this certification is false **(30 ILCS 500/50-11)**, or if the vendor later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
  - g) 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)**.
  - h) VENDOR is not in violation of the “Revolving Door” section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
  - i) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, /50-45, /50-50)**.
  - j) VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
  - k) 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)**.
  - l) VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
  - m) 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)**.
  - n) 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)**.

21. **CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the “Infrastructure Task Force fee prohibition” section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the VENDOR’s obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- a) the person intending to contract with the State, their spouse or minor child:

1. holds an elective office in Illinois;
  2. holds a seat in the Illinois General Assembly;
  3. is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority;  
or
  4. holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,420.00**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- b) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,700**).
- c) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,400**) from the firm, partnership, association or corporation.

22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
24. **ANTITRUST ASSIGNMENT:** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
26. **APPLICABLE LAW:** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Rules Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Adm. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Adm. Code 750**) are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at [www.legis.state.il.us](http://www.legis.state.il.us).
27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.
28. **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.

29. **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.

## AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements.\*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year).\*
- Prevailing Wage (all printing contracts).\*
- Prohibition on Contingent Fees (certain federally funded contracts)**  
As required by federal regulations, guidelines, and requirements, no contingency costs may be paid for with funds from this CONTRACT. Specifically, contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity or with an assurance of their happening, are unallowable.
- Other:**
  - 1. Reference Form**
  - 2. Resource Plan**
  - 3. Budget Guidelines**
  - 4. Additional AGENCY Terms and Conditions**

\*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site ([www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/)). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

**Reference Form**

Provide references from established firms or government agencies (four preferred; two of each type preferred) other than the procuring agency that can attest to your experience and ability to perform the contract subject of this solicitation.

1. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

2. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

3. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

4. Firm/Government Agency (name) \_\_\_\_\_

Contact Person (name, address, phone) \_\_\_\_\_

Date and type of Supplies/Services Provided \_\_\_\_\_

### Resource Plan

To the extent possible, provide the following information regarding resource allocation. Include this sheet in the proposal package. Use additional sheets if necessary. Do not include price information on this form.

PERSONNEL			
List all project personnel and their titles:		% of time allocated to project:	
CONTRACTUAL			
List any consultants:		# of hours/days devoted to project:	
TRAVEL			
List expected travel locations/reasons for travel:	Mode of transportation:	Number of trips:	Number of staff:

## Budget Guidelines

Please submit a detailed line item budget and accompanying budget narrative. **PLACE THE LINE-ITEM BUDGET AND BUDGET NARRATIVE IN A SEPARATE SEALED ENVELOPE IN THE PROPOSAL PACKAGE, ALONG WITH THE PRICING/COMPENSATION FORM (SEE PAGE 10).**

### 1. **Line-Item Budget.**

The line-item budget should include the following information:

- Personnel costs and fringe benefits (such as, retirement, social security, worker's compensation, unemployment, and health insurance), including full salary and the percentage of time devoted to this project. Please be clear in the formulas used to calculate personnel costs - we will double check these calculations and must arrive at the same figures listed.
- Fringe benefits must be broken out by the percentage each benefit accounts for. For example, if the fringe benefit rate is 20%, the breakout could be as follows: FICA 6%; Retirement 6%; Health and dental insurance 5%; Unemployment 1% and Tuition remission for employee only 2%. Federal law does not allow benefits to include tuition remission for employee family members. This exclusion must be noted in the fringe breakout.
- Any subcontractual costs, including consultant fees if applicable (the selected grantee should be prepared to submit copies of any subcontracts for the Authority's review and approval and internal records). If subcontractual costs are listed, justification as to the means by which the subcontractor was selected should be included. For example, if a data entry firm or survey lab is used under a subcontract, justification as to the selection of that subcontractor must be provided, including how their costs compared to other potential subcontractor costs. Additional details regarding subcontracting may be required (see page 21, item 11).
- Travel costs, including air and ground transportation, meals if applicable for overnight trips (state per diem \$28 in-state, \$32 out-of-state); state mileage reimbursement (auto \$.365/mile); and lodging (maximum allowable rates: Chicago/Cook Co. \$155; DuPage, Kane, Lake, McHenry, and Will counties \$80; Champaign, Kankakee, LaSalle, McLean, Macon, Madison, Peoria, Rock Island, St. Clair, Sangamon, Tazewell, and Winnebago counties \$60; all other downstate counties \$50; Washington DC \$150; New York City \$110; and all other out-of-state locations \$90). A copy of the State of Illinois travel guidelines can be provided.
- Telephone, equipment rental or purchases for new equipment, printing, postage, office supplies and any other incidentals. The budget narrative should detail how the cost estimates for these items were arrived at (for example: the copying of a 2 page survey at .05 per page x 100 copies = \$10).
- The budget should include any other direct expenses not noted in these guidelines.
- The selected grantee must submit proof of their federally approved rate if any indirect costs are included in the budget. If grantee does not have a federally approved rate, all costs must be included as direct cost line items in the budget and indirect costs are not allowed.

### 2. **Budget Narrative.**

A budget narrative should accompany the line-item budget. The budget narrative should justify each line in the line-item budget, by including an explanation of why each cost item is necessary for the evaluation and how each cost was calculated.

Justification should also be provided as to the selection of any consultants and include the following:

- Verification that the budgeted daily fee is the normal daily fee or wage that the consultant earns at his or her place of employment or that this fee has been approved by the Department of Justice in the past. University professors should calculate their daily wage based on a 12-month employment year.
- Detailed description of the consultant's activities and duties for the project; and,

- Total amount of hours/days the consultant will dedicate to the project and the total amount to be paid to the consultant.

**PLEASE DOUBLE CHECK ALL FIGURES AND CALCULATIONS**

## Additional AGENCY Terms and Conditions

### **1. ORDER OF PREFERENCE**

Any inconsistencies within this CONTRACT shall be resolved in the following order:

- A) The CONTRACT (Additional AGENCY Terms and Conditions take precedence over STANDARD TERMS, CONDITIONS AND CERTIFICATIONS within this CONTRACT).
- B) VENDOR'S Proposal, Budget and Budget Narrative.

### **2. PROTECTION OF HUMAN RESEARCH SUBJECTS/CONFIDENTIALITY:**

The VENDOR shall establish and operate under procedures which minimally adhere to federal regulations regarding the protection of human subjects (45 CFR Part 46 and 28 CFR Part 46), and federal requirements governing the confidentiality of identifiable research (28 CFR Part 22). If an Institutional Review Board (IRB) is necessary for this project, a copy of the VENDOR's IRB approval must be submitted to the AGENCY, prior to the initiation of data collection. In addition, VENDOR may be required to submit the project proposal to the AGENCY for review and approval by the AGENCY's Institutional Review Board prior to the initiation of data collection. The VENDOR may be asked to modify procedures specified in the project proposal if the AGENCY's Institutional Review Board decides to increase protection to human research subjects.

### **3. EVALUATION POSITIONS AND PERSONNEL:**

It has been determined that the principal investigator identified in VENDOR'S Proposal, Budget and Budget Narrative is necessary for the successful performance of this evaluation project. Therefore, the VENDOR shall assign such person for the performance of work under this evaluation project, and shall not reassign, remove, or appoint replacement for such person without written notice to, and the written concurrence of, the AGENCY. Whenever, for any reason, a person identified in VENDOR'S Proposal, Budget or Budget Narrative, or subsequently approved, is unavailable for assignment for work under this contract, the VENDOR shall, with the prior approval of the AGENCY, replace such person with someone of equal abilities and qualifications.

### **4. PUBLISHABLE QUALITY OF FINAL DELIVERABLES :**

*Any final deliverables required by this CONTRACT shall be of publishable quality.* To meet the publishable quality requirement, final deliverables must be written in a consistent style and font throughout the deliverables, tables and graphs must be consistent in style, and the deliverables can contain no typographical or technical errors. Final deliverables must include a table of contents and must be double-sided, double-spaced, and have a one-inch margin on all sides of the page. Five original copies of final deliverables must be provided to the AGENCY.

### **5. AGENCY AND PEER REVIEW OF FINAL DELIVERABLES:**

The VENDOR agrees not to disseminate or publish any materials developed under this CONTRACT until the final deliverables have been completed, submitted, and reviewed in accordance with the terms of this section, unless otherwise approved by the AGENCY.

The following procedures shall apply to any final deliverable required by this CONTRACT:

- The AGENCY will review the deliverable for both substantive and editorial accuracy. The AGENCY shall have 30 days after receipt of a deliverable to review it, and the right to request that modifications be made to the deliverable. The VENDOR shall make all requested modifications that are editorial and stylistic in nature, and correct all technical errors requested by the AGENCY. Also, the AGENCY may develop a list of requested substantive modifications, and the VENDOR shall respond in writing to the AGENCY, indicating those substantive changes that it agrees to make.
- The VENDOR shall revise, and deliver the revised deliverable to the AGENCY no later than 30 days from the date the VENDOR received the request for modifications from the AGENCY. The AGENCY shall have 30 days after receipt of the revised deliverable to review it. If the AGENCY finds that the VENDOR failed to revise the deliverable in accordance with its requests and the terms of this CONTRACT, the AGENCY shall have the right to withhold up to 10% of the maximum dollar amount payable under this CONTRACT, until such revisions are

made. AGENCY requests for modifications that subject the VENDOR to the 10% withholding include all requests regarding editorial and stylistic changes and technical errors, and the substantive changes that the VENDOR has agreed to make.

The AGENCY reserves the right to establish a Peer Review Committee, consisting of technical and/or practitioner reviewers, to review final deliverables for substantive and editorial accuracy. Such a Peer Review Committee shall conduct their review concurrently with the above-described AGENCY review, and make recommendations to the AGENCY. The AGENCY shall have the right to request deliverable modifications based upon Peer Review Committee recommendations. An AGENCY request for modifications based upon Peer Review Committee recommendations shall be treated as any other AGENCY request for modifications, in accordance with the terms of this section.

If the AGENCY and the VENDOR cannot agree on revising the final deliverable, such that in the AGENCY'S opinion it is acceptable, the VENDOR agrees to delay publication for at least 30 days from the date the AGENCY so notifies the VENDOR.

**6. OWNERSHIP OF MATERIALS/EQUIPMENT CONDITIONS:**

Subject to the conditions stated herein, the rights to all materials produced pursuant to this CONTRACT shall be jointly held by the parties. The AGENCY retains the rights to reproduce, publish or otherwise use, all materials generated under this contract.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

*All computers, computer related equipment, and software purchased pursuant to this CONTRACT shall be returned to the AGENCY upon completion of the study.*

**7. CONFIDENTIALITY OF INFORMATION:**

The VENDOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this evaluation and the Byrne Formula Grant Program. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

**8. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT:**

The VENDOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Anti-Drug Abuse Act of 1988; the Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; the Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the AGENCY (20 Ill. Adm. Code 1520 et seq.).

**9. FEDERAL LAW:**

The VENDOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the AGENCY in the performance of this CONTRACT, currently in effect and hereafter amended, including but not limited to: provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide



Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of VENDOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

#### **10. SUBCONTRACTS:**

Any work 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 or corporation with which it contracts. The AGENCY shall not be responsible to, or for the performance, acts or omissions of, any subcontractor.

#### **11. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by the VENDOR in a manner to provide, to the maximum extent practical, open and free competition. The VENDOR must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. No employee, officer or agent of the VENDOR shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **12. COPYRIGHTS, PATENTS:**

If this CONTRACT results in a copyright, the AGENCY and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this CONTRACT and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this CONTRACT results in the production of patentable items, patent rights, processes, or inventions, the VENDOR shall immediately notify the AGENCY. The AGENCY will provide the VENDOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### **13. PUBLICATIONS:**

The VENDOR shall submit to the AGENCY two copies of any publication issued by the VENDOR describing programs or projects funded in whole or in part with contract funds. Any such publication shall contain the following statement:

"This program was supported by Grant # (*contact the AGENCY for the proper grant number*), awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

**14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

**15. NONDISCRIMINATION:**

The VENDOR certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this CONTRACT on the basis of race, color, age, religion, national origin, disability, or sex. The VENDOR assures compliance with the following laws, and all associated rules and regulations: Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; the Illinois Human Rights Act, 775 ILCS 5; the Public Works Employment Discrimination Act, 775 ILCS 10; the Illinois Environmental Barriers Act, 410 ILCS 25. All applicable provisions, rules and regulations of these Acts are made a part of this CONTRACT by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the VENDOR, or any subgrantee or contractor of the VENDOR, the VENDOR will forward a copy of the finding to the AGENCY. The AGENCY will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**16. EXHIBITS, 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 such exhibits and amendments.

**17. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the AGENCY, the VENDOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that 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.

**18. CERTIFICATION REGARDING LOBBYING:**

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.

**19. STATEMENTS, PRESS RELEASES, ETC.:**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the VENDOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

## **20. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the VENDOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows the VENDOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the AGENCY within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the AGENCY and appropriate federal, State, and local law enforcement officials.

The VENDOR agrees to develop and maintain a record-keeping system to document all CONTRACT-related activities and expenditures. These records will act as the original source material for compilation of data and records required by the AGENCY and all other program activity.

The AGENCY shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the VENDOR, and to relevant books, documents, papers and records of subcontractors.

**VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS**

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

**Additional Material (mark one)**

- \_\_\_\_\_ No other material included
- \_\_\_\_\_ Other material included (describe--attach additional pages if needed)

**Exceptions (mark one):**

- \_\_\_\_\_ No exceptions
- \_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**VENDOR PREQUALIFICATION**

**GENERAL**

PREQUALIFICATION. We must have the General Prequalification information described below.

[At some future time we may also establish "Category" prequalification which covers a type of supply or service (such as for office supplies or janitorial services), or "Specific Procurement" prequalification, which would apply to a particular procurement only.]

GENERAL PREQUALIFICATION. This is information of general applicability and consists of the attached forms:

- Business and Directory Information
- Department of Human Rights Public Contract Number
- Minority, Female, Person with a Disability Status and Subcontracting
- Disclosures
- Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AGENCY with the understanding AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AGENCY.

Vendor (show official name and DBA)

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

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone/Fax \_\_\_\_\_

e-mail \_\_\_\_\_

### **Business and Directory Information**

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Billing Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone, toll-free number, fax, and e-mail).
6. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below).
9. Length of time in business.
10. Annual Sales for Vendor's most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

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

**(775 ILCS 5/2-105)** If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application 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.

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

\_\_\_\_\_ (check if applicable) The number is not required as the company has employed 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 application for the number was submitted to DHR \_\_\_\_\_.

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

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at "www.state.il.us/cms". In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

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

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) 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 business 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 Your Company (and DBA) \_\_\_\_\_

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes," check each that applies.

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- b. 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 (identify) \_\_\_\_\_

Category

Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

- c. 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 proposal, and the names of the BEP certified vendors you plan to use.



**Conflicts of Interests Disclosures**

**Instructions.** The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the VENDOR is a wholly owned subsidiary of a parent organization, separate disclosures (sections 2, 3, and 4 below) must be made by the VENDOR and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the VENDOR.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the VENDOR (or its parent). However, that person must have verified the information with each affected individual.

**Vendor Information.** This disclosure information is submitted on behalf of (show official name of vendor, and if applicable, d.b.a. and parent):

(Name of vendor)\_\_\_\_\_

(d.b.a., if used)\_\_\_\_\_

(Name of any parent organization)\_\_\_\_\_

Address\_\_\_\_\_

Contact Person:

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

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

Address:\_\_\_\_\_

Phone/Fax:\_\_\_\_\_

**Section I      Sec. 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 **[\$90,420.00]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,700.00]**, 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 **[\$301,400.00]**, 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, or State 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 departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

\_\_\_\_\_

No Conflict of Interest

\_\_\_\_\_

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

**Section 2: Disclosure of Financial Interest in the Vendor**

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- a. **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank \_\_\_\_\_, skip Section 3, but complete Section 4.

Ownership exceeding 5% ( )  
Ownership value exceeding \$90,420 ( )  
Distributive Income Share exceeding 5% ( )  
Distributive Income Share exceeding \$90,420 ( )

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

Address: \_\_\_\_\_  
\_\_\_\_\_

For each individual identified above, show:  
the dollar value of the ownership interest: \$ \_\_\_\_\_  
or  
the proportionate share of the ownership interest: \_\_\_\_\_%\*  
and  
the type of ownership/distributable income share:  
sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_ other (explain) \_\_\_\_\_

\* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:  
1% \_\_\_\_\_ 1 up to 2% \_\_\_\_\_ 2 up to 3% \_\_\_\_\_ 3 up to 4% \_\_\_\_\_  
4 up to 5% \_\_\_\_\_ and in additional 1% increments as appropriate \_\_\_\_\_%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:  
0.5% or less \_\_\_\_\_ >0.5 to 1.0% \_\_\_\_\_ >1.0 to 1.5% \_\_\_\_\_  
and as appropriate in additional 0.5 increments \_\_\_\_\_%

- b. **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. FORM SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

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

- c. **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 Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information \_\_\_\_\_.

**Section 3: Disclosure of Potential Conflicts of Interest.**

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- a. State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4"]. Yes \_\_\_\_ No \_\_\_\_
- b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes \_\_\_\_ No \_\_\_\_
- c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_\_ No \_\_\_\_
- d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_ No \_\_\_\_
- e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_ No \_\_\_\_
- f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_ No \_\_\_\_
- g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_\_ No \_\_\_\_
- h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_ No \_\_\_\_
- i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_\_ No \_\_\_\_
- j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_\_ No \_\_\_\_

Explanation of potential conflicts of interest:



**Taxpayer Identification Number**

I certify that:

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

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

**Taxpayer Identification Number:**

Social security number \_\_\_\_\_

or

Employee identification number \_\_\_\_\_

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status** (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Government                               |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien                        |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust                          |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                     |
| <input type="checkbox"/> Corporation providing or<br>billing medical and/or<br>health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery<br>(Corp) |
| <input type="checkbox"/> Corporation NOT providing<br>or billing medical and/or<br>health care services | <input type="checkbox"/> Other: _____                             |