

PROCUREMENT OPPORTUNITY

TO: Bid/Proposal Manager

FROM: Hank Anthony, CMS Representative

DATE: October 15, 2001

SUBJECT: Invitation for Bids
 Request for Proposals
 Request for Proposals (Professional and Artistic Services)

We are requesting offers from responsible vendors to fill the State's needs as described in this solicitation. The solicitation itself consists of the following sections:

- 1) "Instructions for Submitting Offers." This part, beginning with this page, tells what you need to know and do when preparing and submitting the offer to us. It also tells how we will evaluate your offer.
- 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 (including how we will evaluate your offer), 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 financial and conflict of interest disclosures.

The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. You need 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.

For your convenience we have included a summary description of what we need in section 1.2 of the attached "Instructions for Submitting Offers." More detail is provided throughout this solicitation.

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 Illinois Compiled Statutes, can be viewed at www.legis.state.il.us/ilcs/chapterlist.html, and the Illinois Procurement Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.ppcenter.com> (click on PurchasePoint Forum, select Code/Rules).

Please read the entire solicitation package and submit your offer in accordance with the Instructions. If you are interested and able to meet the requirements set forth in this solicitation, we would appreciate and welcome an offer.

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

1.0 REQUESTING AGENCY: The Illinois Criminal Justice Information Authority is requesting offers from responsible VENDORS to fill the State's needs as outlined below. Please read the entire solicitation package and submit your offer in accordance with all requirements.

1.1 PROJECT TITLE / REFERENCE #: This Invitation for Bids _____, Request for Proposals X _____, Request for Proposals (Professional and Artistic Services) _____ may be referred to as:

The Illinois Crime Victimization Survey

1.2 SUMMARY DESCRIPTION OF SUPPLIES AND SERVICES:

VENDOR is to conduct a mail response survey of Illinois citizens in specified areas utilizing a revised survey instrument modeled after the U.S. Department of Justice, Bureau of Justice Statistics's National Crime Victimization Survey (NCVS). The VENDOR will be responsible for: determining the sample, eligibility criteria, sample design, and size; providing continuing feedback to the AGENCY concerning the survey instrument and study design; carrying out the survey in a manner to ensure quality control and compliance with accepted principles of confidentiality and standards relating to human subjects social science research; delivering a final sample report, data file and codebook in a form and manner determined by the AGENCY; and, completing the project within the required timeframe.

1.3 SMALL BUSINESS SET-ASIDE: _____ Yes X No

1.4 SEND OFFERS TO: Note: Offers will be opened at this address.

AGENCY: Illinois Criminal Justice Information Authority
Attn: Hank Anthony, Associate Director
Address: 120 S. Riverside Plaza, Suite 1016
Chicago, IL 60606-3997

1.5 OFFER CONTAINER: Submit a signed original and five (5) copies of your offer in a sealed container. Label the container with the Project Title/Reference # from section 1.1 and with the due date and time from section 1.6. If this is a Request for Proposals (see Transmittal Memo), submit price in a separate sealed envelope in the Offer Container.

Disk Format Requested _____ Yes X No

1.6 DUE DATE & TIME FOR SUBMISSION AND OPENING:

Date: Friday, November 30, 2001
Time: 12:00 p.m.

1.7 OFFER FIRM TIME:
90 Days from Opening

1.8 SECURITY:
Offer \$
Performance \$

1.9 VENDOR CONFERENCE/SITE VISIT _____ Yes X No
Mandatory Attendance: _____ Yes _____ No
Date and Time:
Location:

1.10 PROJECT CONTACT
AGENCY: Illinois Criminal Justice Information Authority
Attn: Jennifer Hiselman, Research Analyst
Address: 120 S. Riverside Plaza, Suite 1016
Chicago, IL 60606-3997
Phone: 312-793-8550
TDD: 312-793-4170
Fax: 312-793-8422

1.11 PROTEST REVIEW OFFICE:
AGENCY: Illinois Criminal Justice Information Authority
Attn: Hank Anthony, CMS Representative
Address: 120 S. Riverside Plaza, Suite 1016
Chicago, IL 60606-3997
Phone: 312-793-8550
TDD: 312-793-4170
Fax: 312-793-8422

- 1.12 DEFINITIONS.** The terms “we,” “our” and “us” refer to the State. “You”, “your”, “vendor” and “offeror” refer to the person submitting the offer. “Offer” is the term used to mean the response to an Invitation for Bids, both types of Requests for Proposals and may sometimes be called a “bid” or “proposal”.
- 1.13 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. VENDORS may view and download this information. You may subscribe to this service (currently free) through the Internet at <http://www.ppcenter.com> (click on PurchasePoint Forum and select Enroll New Company).
- 1.14 SUBMISSION OF OFFER.** SEE CUSTOM PAGE FOR DATE, TIME AND ADDRESS FOR SUBMITTING OFFERS. You may mail or hand deliver bids, including amendments, but we must actually receive them as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the scheduled closing time for receipt of offers. All times are State and Illinois local times. We do not allow computer, fax, or other electronic submissions except if authorized on the CUSTOM PAGE.
- 1.15 FORM AND CONTENT OF OFFERS.**
- a) 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 must be submitted in ink, typed, or printed form. In addition, the State may require that offers, or parts thereof, be submitted on disk.
 - b) Your offer, and any changes, must be signed in ink in all required places by an authorized representative.
 - c) Your offer must provide all information requested and must address all points. Any exceptions must be clearly set forth in the appropriate section.
- 1.16 REQUEST TO MODIFY OR WITHDRAW OFFER.** You may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original offer and plainly marked MODIFICATION TO (or WITHDRAWAL OF) OFFER. Written requests received by the State prior to the scheduled opening time will be accepted. We will correct the offer after opening.
- 1.17 INQUIRIES.** All inquiries must be made to the State PROJECT CONTACT noted on the CUSTOM PAGE. Questions received less than seven calendar days prior to the date for opening 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.
- 1.18 VENDOR CONFERENCE/SITE VISIT.** SEE CUSTOM PAGE FOR TIME AND LOCATION OF CONFERENCE. Attendance is mandatory, if so designated on the CUSTOM PAGE, as a condition of submitting an offer. The conference/site visit provides interested parties the 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. 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.
- 1.19 RESPONSIBILITY TO READ AND UNDERSTAND.** By responding to this solicitation you will be held to have read and thoroughly examined this solicitation. Failure to read and thoroughly examine 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.

- 1.20 SUSPECTED ERRORS.** 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.
- 1.21 OPENING.** SEE CUSTOM PAGE FOR ADDRESS, DATE AND TIME OF OPENING. We will open all offers properly and timely submitted and will record the names and other information specified by law and rule of those submitting offers.
- 1.22 LATE DELIVERY.** We will not consider offers received after the stated opening date and time.
- 1.23 OFFER FIRM TIME.** SEE CUSTOM PAGE FOR FIRM TIME. Your offer shall remain firm and unaltered after opening for the number of days shown or until we sign a contract with another vendor, whichever is earlier. We may accept your offer at any time during the offer firm time, subject to successful contract negotiations.
- 1.24 SECURITY.** SEE CUSTOM PAGE FOR AMOUNT. You must provide Offer security 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 or other form acceptable to the State.
- 1.25 VENDOR PRESENTATIONS.** We reserve the right to require you to provide a formal presentation of the offer at a date and time to be determined. No VENDOR will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other vendor.
- 1.26 INSPECTION OF FACILITIES.** We reserve the right to inspect and investigate your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 EVALUATION AND AWARD.** We will evaluate all offers using the criteria shown later in this solicitation. If we select your offer for award, we will send you written notice and will post the notice in the Illinois Procurement Bulletin. Notice of award letters sent or posted during the Offer Firm Time, or during any extension thereof, will extend the Offer Firm Time until such time as we sign a CONTRACT or we determine negotiations have failed with you. Receipt or posting of a notice of award is not equivalent to a contract with the State.
- 1.28 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 of our action. We will consider only written protests that are properly and timely filed with the State. We will issue a written decision and that decision is final.
- a) You must submit your protest to the designated PROTEST REVIEW OFFICE at the address shown on the CUSTOM PAGE. If there is no such designation, submit your protest to the PROJECT CONTACT at the address shown on the CUSTOM PAGE.
 - b) We must physically receive your protest within 7 days after you know or should have known of the facts giving rise to the protest. If a State action is published in the Illinois Procurement Bulletin, you shall be deemed to have notice as of the date of publication, unless you had earlier actual notice.
 - c) Protests regarding specifications must be filed with us within 7 days after you receive them, or within 7 days after we publish the solicitation in the Illinois Procurement Bulletin, whichever is earlier, and in any event such protests must be filed with us before the date for opening.
 - d) Protested awards are subject to resolution of the protest.
- 1.29 CONTRACT NEGOTIATIONS.** You should be prepared for us to accept your offer as submitted. However, if you are chosen for award you may be required to enter into contract negotiations if we believe it is necessary or desirable. If agreement cannot be reached to the State's satisfaction, we may reject your offer or revoke the award and may begin negotiations with another vendor. Note that any proposed changes and the final contract must be approved or signed by the appropriately authorized State official(s). The State PROJECT CONTACT may not be so authorized.

- 1.30 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.
- 1.31 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.
- 1.32 PUBLIC INFORMATION.** All information submitted by the successful VENDOR is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), applicable provisions of the Illinois Procurement Code (**30 ILCS 500**) and implementing rules. All or part of the winning submission may be considered open to public inspection. The price we must pay is considered public. Any claim that other information submitted is exempt from disclosure must be made as part of the submission, must identify each paragraph containing that information, must reference specific statutory reasons for exemption, such as found in section 7 of the FOIA, and must tell why the information meets the requirements for exemption. We will determine whether the exemptions apply. Only the record of the losing VENDORS' submissions shall be considered public.
- 1.33 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.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer, regardless of whether we select you for award.
- 1.35 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. If you need any special accommodation under the Americans with Disabilities Act (ADA) you must promptly notify the PROJECT CONTACT.
- 1.36 OUT OF STATE COMPANIES.** Out of State companies must contact the Illinois Secretary of State (217/782-6901) regarding a certificate of authority to do business in Illinois (**805 ILCS 5/13**).
- 1.37 SMALL BUSINESS SET-ASIDE PROGRAM.** SEE CUSTOM PAGE. Illinois law (**30 ILCS 500/45-45**) allows us to designate certain procurements as Small Business Set-Asides for award to small businesses in Illinois. If "Yes" is checked, you must meet the qualifications for a small business "Small business" means a business that is independently owned and operated and is not dominant in its field of operation. When computing the size status of a VENDOR, annual sales and receipts of the vendor and all of its affiliates shall be included, subject to the following limitations: (1) No wholesale business is a small business if its annual sales for its most recently completed fiscal year exceed \$7,500,000; (2) No retail business or business selling services is a small business if its annual sales and receipts exceed \$1,500,000; (3) No manufacturing business is a small business if it employs more than 250 persons; and (4) No construction business is a small business if its annual sales and receipts exceed \$3,000,000. For additional information contact the CMS Small Business Specialist at (217) 782-4705, TDD (217) 785-3979.
- 1.38 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and Services" and "Vendor Prequalification" information. You must respond to all sections of each form including attachments, clearly show any "exceptions," complete, sign and return each of the forms as indicated. We may provide a disk containing this solicitation and require that you respond by disk. If a disk is provided (see CUSTOM PAGE), you must respond in accordance with additional instructions provided with the disk.

- 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. It consists of the format and signature page, and the attachments described below.

- 1) CONTRACT Format and Signature. 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 as modified by any exceptions properly noted. The State may accept your offer as submitted by signing the CONTRACT form 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.

You will need to mark whether there is other material you want us to consider and whether you took any exceptions. You will need to complete the VENDOR signature area. You must place your company name and any DBA in the space provided, have an authorized person sign the form and complete the remaining blanks. Do not write or type in the "State Use Only" area. Submit two copies of this page if you wish to have an original signature returned to you.

- 2) Description of Supplies and Services. In this attachment we tell what we want you to provide. We identify our needs, goals, any general project information and the specifications. After award we will also identify what was actually awarded (entire solicitation or some specific part).

For Invitations for Bid, you must supply only that information specifically requested (for example, identification of model number, manufacturer catalogs or samples).

For Requests for Proposals of either type you will need to tell us how you will meet the stated requirements.

- 3) Pricing/Compensation. In this attachment we provide the format for how we want you to price the supplies or services. Do not show price information in other sections of the offer. **When responding to a Request for Proposals (see Transmittal Memo or Custom Page for type of solicitation), place this attachment in a separate sealed envelope but submit it with the remainder of the offer in the offer container.**
- 4) Standard Terms and Conditions. This attachment contains terms and conditions of general applicability to this solicitation and any resulting CONTRACT.
- 5) Certifications. By signing on the CONTRACT format and signature page, you are making the certifications described in this attachment.
- 6) Supplemental Terms and Conditions. Any supplemental terms and conditions required by the AGENCY will be shown in this attachment. We will mark the signature page if there are any supplemental terms and conditions.
- 7) VENDOR Provided Additional Material and Exceptions. This is where you provide any additional material that you want us to consider in the evaluation process and any exceptions to the terms and conditions of the solicitation. You must note on the signature page whether there is additional material or exceptions. If you are taking any exceptions, this is where you must provide the detail of the exceptions. 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.

- b) **VENDOR PREQUALIFICATION.** You must sign the “VENDOR Prequalification” form and provide the requested information consisting of:
 - 1) Business and Directory information. This requests basic information about the company.
 - 2) References. We are asking for at least five references, when possible, from different entities.
 - 3) Department of Human Rights Public Contract Number. This is information requested by the Illinois Department of Human Rights. You may be disqualified if this information is not timely submitted.
 - 4) Minority, Female, Person with a Disability Status and Subcontracting. This information is necessary to determine whether contracting goals have been met.
 - 5) Disclosures. We must have disclosure of the names of those who have certain financial interests in the company so as to avoid a conflict of interest.
 - 6) Taxpayer Identification Number. We must have this to make payment to you.

1.39 CRITERIA FOR EVALUATION AND AWARD.

- a) We evaluate four categories of information: administrative compliance, VENDOR responsibility, responsiveness, and price.
- b) All offers, regardless of the type of solicitation, must meet the following administrative and responsibility criteria:
 - 1) **Administrative Compliance.** We will determine whether the offer complied with the Instructions for Submitting Offers. We must reject your offer if you submitted it late. Failure to meet other requirements could also result in rejection.
 - 2) **VENDOR Responsibility.** We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Failure to submit the information for evaluation is cause for rejection. Information that we may evaluate to determine “responsibility” includes, but is not limited to: certifications, conflict of interest disclosures, taxpayer identification number, references, and financial ability. In determining whether a VENDOR is responsible, the State may evaluate past performance, financial stability, references (including those found outside the offer), compliance with applicable laws, the perceived ability to perform completely as specified, and other relevant factors. A VENDOR must have financial resources sufficient, in the opinion of the State, to ensure performance of a contract of this magnitude and must provide proof at any time if requested by the State. Consistent with applicable law and rule, we will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) Evaluation of “responsiveness” to the State’s needs and “price” differ depending on the type of solicitation. Please refer to the subject line of the Transmittal Memo or section 1.1 of the Custom Page for 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.
- d) **Invitation for Bids.**
 - 1) **Price.** We will identify the lowest cost offer and may rank the others in order of price.

- 2) Responsiveness. We will evaluate for “responsiveness” the lowest priced offer that meets both the “administrative” and “responsibility” requirements. We will determine whether the offer meets our requirements. We may consider references again in this portion of the evaluation.
 - 3) Award. The responsible VENDOR who submitted the lowest cost offer that meets “administrative” and “responsiveness” requirements shall be eligible for award.
- e) Request for Proposals (for other than professional and artistic services).
- 1) Responsiveness. We will evaluate for “responsiveness” offers that meet the “administrative” and “responsibility” requirements. We will determine how well offers meet our requirements. We will rank offers, without consideration of price, from best to least qualified using a point system unless otherwise specified to help determine the best offer. In a point system, the proposal best meeting all criteria will receive the maximum points for that category. Each lesser offer would receive a smaller number of points proportionate to how that offer compared to the best other. References may be considered again in this portion of the evaluation. Consistent with applicable law and rule, we will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer.
 - 2) The total number of points for “responsiveness” is 30. VENDORS who do not receive 25 of the total “responsiveness” points available need not be considered for price evaluation and award. Specific weighting of the elements of responsiveness will be announced at the opening if not shown in this subsection.

Elements

Weight

Project Understanding

10 points

Proposals will be evaluated on how well they (1) respond to the issues that have been addressed in the RFP and comply with specific requirements set forth in the RFP; and (2) demonstrate familiarity with issues relevant to the National Crime Victimization Survey (NCVS), collecting data from crime victims, sampling, estimation, and other related statistical procedures. Proposals should cover such issues adequately. The comprehensiveness and clarity of the proposal will be considered an indication of the applicant's ability to communicate clearly and effectively.

Technical Merit

8 points

Proposals will be evaluated on the extent to which the project design is clearly stated and appears to be consistent with requirements set forth in the RFP. Proposals must include a full description of all essential elements of the project design, including: (1) methods of sampling, data collection, estimation, and the proposed format of the data file and final sample report; (2) the rationale for and objective of each element in the design; (3) anticipated changes in procedures to accommodate the project, if any; and (4) the nature of involvement of all participating agencies or personnel with the project.

Management Plan and Capability

7 points

Proposals will be evaluated on how well they document the intended management plan for the project, and how well they document the applicant's management capabilities and experience. Evidence demonstrating the applicant's ability to successfully complete an effort of similar size and scope will be considered. A staff utilization chart covering all key personnel commitments, by task, showing level of utilization detail is encouraged. An organizational chart showing lines of authority and reporting responsibilities for key personnel is also encouraged.

Qualifications of Key Personnel

5 points

Proposals will be evaluated to assess the level of education, training, experience, and competence of key personnel (and consultants, if any). Both individual expertise and the appropriateness of the mix of skills represented on the project will be considered. All key personnel and consultants should be identified and copies of resumes should be included with the proposal.

- 3) Price. The total number of points for “price” is 10. We will determine “price” points using the following formula:

$$\text{Points} = \text{Maximum price points} \times \frac{\text{Lowest Price}}{\text{Offeror's Price}} = \text{Total Price}$$

- 4) The maximum number of points is 40 (Responsiveness 30 plus Price 10).
- 5) Award. The “responsible” offeror who provides the most advantageous proposal shall be eligible for award. In a point evaluation, the “most advantageous” proposal is the one with the highest cumulative points (“responsiveness” plus “price”). However, if we do not consider the price 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 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.

f) Request for Proposals for Professional and Artistic Services

- 1) Responsiveness. We will evaluate for “responsiveness” offers that meet the “administrative” and “responsibility” requirements. We will determine how well offers meet our requirements. We will rank offers, without consideration of price, from best to least qualified using a point system unless otherwise specified to help determine the best offer. In a point system, the proposal best meeting each criteria will receive the maximum points for that criteria. Each lesser offer would receive a smaller number of points proportionate to how that offer compared to the best other. References may be considered again in this portion of the evaluation. Consistent with applicable law and rule, we will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer.
- 2) The total number of points for “responsiveness” is _____. VENDORS who do not receive _____ of the total responsiveness points available need not be considered for price evaluation and award. Specific weighting of the elements of responsiveness will be announced at the opening if not shown in this subsection.

<u>Elements</u>	<u>Weight</u>
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- 3) Price. We will open and consider all prices submitted, but will discuss price with only the most qualified VENDOR.
- 4) Award. The most qualified responsible offeror determined by identifying the proposal that has the highest total of responsiveness points shall be eligible for award. However, if we do not consider the price 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.

- g) Alternative Evaluation. If three or fewer offers are received in response to either type of request for proposals, the offers may be evaluated without use of a point system, using simple comparative analysis.

END OF INSTRUCTIONS

DESCRIPTION OF SUPPLIES AND SERVICES

1. Need for Supplies and Services.

These professional services are needed to ensure that the AGENCY can produce a complete, accurate and usable report on criminal victimization for the State, comparable to that produced annually by the U.S. Department of Justice, Bureau of Justice Statistics National Crime Victimization Survey (NCVS). The AGENCY does not possess the resources on staff to conduct a statewide survey of the magnitude required for such a report. Furthermore, crime victimization data for the state are not currently collected in a fashion permitting meaningful generalizations for state planning purposes. Funds to support these services were obtained by 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. AGENCY's Goal.

The primary outcome of this proposed professional work is a clean data file on a disk or a CD-ROM containing all individual responses to a survey to be administered by mail. The survey instrument will be modeled after the NCVS for one of the samples specified in the following section.

3. Specifications.

a. Supplies and/or Services Required.

For the purpose of developing cost estimates, interested entities should assume that the selected VENDOR would have the following responsibilities:

- ?? Deliver a sampling plan that describes the sample, eligibility criteria, sample design, sample size, and the capacity to assign individual weights should response rates be insufficient for specific populations. The sample source will be Illinois driver's license and state identification records to be supplied by the Illinois Secretary of State's Office. The AGENCY's Institutional Review Board must approve this plan before the survey is administered.
- ?? Deliver a plan describing all methods and procedures to be followed in the administration of the mail survey, including efforts to achieve an acceptable response rate with consideration of confidentiality and anonymity issues, ensure quality control, appropriate levels of supervision and management, and compliance with generally accepted principles and standards surrounding the use of human subjects in social research studies of this nature. The AGENCY's Institutional Review Board must approve this plan before the survey is administered.
- ?? Collect necessary data by administering the mail survey to the selected sample of Illinois residents.
- ?? Enter all data upon receipt of each survey response.
- ?? Deliver an interim report that affirms the mail survey was conducted in a manner to ensure quality control, appropriate levels of supervision and management, and in compliance with generally accepted principles and standards surrounding the use of human subjects in social research studies of this nature, including an annotated bibliography on these subjects;

- ?? Deliver a final sample report detailing sample definition, eligibility, design, sample size and source, final dispositions and completion rates, and any problems encountered during the course of the project;
- ?? Deliver a codebook, suitable for submission to the National Archive of Criminal Justice Data at the University of Michigan, containing variable names of survey questions, the survey instrument, a list of values with their associated labels or meanings, the location of the variables in the dataset, and a frequency count and percentage for each value. The VENDOR must ensure this codebook does not contain information detailed enough to potentially identify individual respondents;
- ?? Produce an IBM compatible SPSS system file containing data definition statements including a data list of the variable names and locations, variable labels, value labels and missing value specifications;
- ?? Provide one (1) final cleaned data file for each sample on a disk or CD ROM;
- ?? Initiate and complete the entire project in the required timeframe, and;
- ?? Provide continuing feedback to the AGENCY and project staff concerning the survey instrument and study design to assist in project development activities.

The AGENCY seeks four (4) **separate** cost estimates—one (1) total figure for each of the four (4) sample configurations specified below. The AGENCY may or may not elect to pursue the survey project utilizing one or more of the four sampling configurations:

1. A representative sample of all Illinois residents;
2. Representative samples of all residents within four (4) areas:
 - (a) the state as a whole;
 - (b) the City of Chicago;
 - (c) suburban Cook County; and,
 - (d) the rest of the area of Illinois outside of Cook County.
3. Representative samples of all residents within six (6) areas:
 - (a) the state as a whole;
 - (b) the City of Chicago;
 - (c) suburban Cook County;
 - (d) the collar counties;
 - (e) other urban counties; and,
 - (f) rural counties.
4. Representative samples of all residents within nine (9) areas:
 - (a) the state as a whole;
 - (b) the City of Chicago;
 - (c) suburban Cook County;
 - (d) the collar counties;
 - (e) other urban counties;
 - (f) rural counties;
 - (g) the Northern District excluding Cook and the collar counties;
 - (h) the Central District; and,
 - (i) the Southern District.

- ?? The sampling design should permit the development of reliable estimates for certain population subgroups based on race, ethnicity, gender, and age ranges. Race and ethnicity data should be collected separately and demonstrate compatibility with categories defined by the federal Office of Management and Budget (OMB). See Attachment A for these requirements and definitions.
- ?? For the purposes of this project, “*collar counties*” include the following Illinois counties: DuPage, Kane, Lake, McHenry, Will.
- ?? For the purposes of this project, “*other urban counties*” include the following Illinois counties: Boone, Champaign, Clinton, DeKalb, Grundy, Henry, Jersey, Kankakee, Kendall, Macon, Madison, McLean, Menard, Monroe, Ogle, Peoria, Rock Island, Sangamon, St. Clair, Tazewell, Winnebago, Woodford.
- ?? For the purposes of this project, “*rural counties*” include the following Illinois counties: Adams, Alexander, Bond, Brown, Bureau, Calhoun, Carroll, Cass, Christian, Clark, Clay, Coles, Crawford, Cumberland, DeWitt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Hamilton, Hancock, Hardin, Henderson, Iroquois, Jackson, Jasper, Jefferson, JoDaviess, Johnson, Knox, LaSalle, Lawrence, Lee, Livingston, Logan, Macoupin, Marion, Marshall, Mason, Massac, McDonough, Mercer, Montgomery, Morgan, Moultrie, Perry, Piatt, Pike, Pope, Pulaski, Putnam, Randolph, Richland, Saline, Schuyler, Scott, Shelby, Stark, Stephenson, Union, Vermillion, Wabash, Warren, Washington, Wayne, White, Whiteside, Williamson.
- ?? For the purposes of this project, the “*Northern District*” includes the following Illinois counties (excluding Cook and the collar counties): Boone, Carroll, DeKalb, Grundy, Jo Daviess, Kankakee, Kendall, Lee, Ogle, Stephenson, Whiteside, and Winnebago.
- ?? For the purposes of this project, the “*Central District*” includes the following Illinois counties: Adams, Brown, Bureau, Cass, Champaign, Christian, Coles, DeWitt, Douglas, Edgar, Ford, Fulton, Greene, Hancock, Henderson, Henry, Iroquois, Knox, LaSalle, Livingston, Logan, McDonough, McLean, Macon, Macoupin, Marshall, Mason, Menard, Mercer, Montgomery, Morgan, Moultrie, Peoria, Piatt, Pike, Putnam, Rock Island, Sangamon, Schuyler, Scott, Shelby, Stark, Tazewell, Vermilion, Warren, and Woodford.
- ?? For the purposes of this project, the “*Southern District*” includes the following Illinois counties: Alexander, Bond, Calhoun, Clark, Clay, Clinton, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, St. Clair, Saline, Union, Wabash, Washington, Wayne, White, and Williamson.

b. Proposal Content

VENDOR’S proposal should include the following components:

- ?? VENDOR’S transmittal letter to the AGENCY identifying this RFP and the particular project applied for;
- ?? a cover page that includes the title of this RFP, the name of the bidding organization (as applicable), the full name(s) of the principal investigator(s), the full name of the organization’s contact (if different from that of the principal investigator(s)), the VENDOR’S complete mailing address, and the contact’s telephone number;

- ?? a table of contents;
- ?? a proposal abstract;
- ?? a brief overview of the relevant literature, including evidence of detailed knowledge of the NCVS;
- ?? a full description of the study design, including but not limited to:
 - proposed sampling strategy and design, including foreseen estimates of over or under-counting, if any;
 - how the proposed mail survey technique will affect response rate and missing data;
 - how confidentiality/anonymity issues will be addressed in conjunction with achieving an acceptable response rate;
 - to the extent possible without viewing the instrument, how this Illinois survey will be comparable to the NCVS;
 - management plan, including a staff utilization chart covering all key personnel commitments by task;
 - milestone chart briefly addressing tasks, scheduling, coordination, and all deliverable products; and,
- ?? resume or vita for each member of the project team;
- ?? an organizational chart showing lines of authority and reporting responsibilities;
- ?? five (5) references for the principal investigator from established firms or government agencies for which they have performed similar services (see page 28);
- ?? letters of commitment from all primary personnel and any consultants;
- ?? all required forms, assurances and certifications, including all attachments, completed as necessary (see Section 1.38 of instructions);
- ?? written assurances that informed consent will be obtained from all participants, written assurance that the study will not involve the deception of human subjects, and written assurance that all applicable federal requirements regarding confidentiality and research involving human subjects will be adhered to;
- ?? One (1) resource plan based on only the cost estimate determined for sample configuration #4 on page 3, see page 8 for the resource plan format;
- ?? Four (4) **separate** cost estimates and four (4) maximum price designations according to each of the sample configurations described on page 3; two (2) figures are requested for each of the four (4) sample configurations; instructions are provided on page 10; this information is to be submitted in a **separate sealed envelope within the proposal container**;
- ?? **In the SAME separate sealed envelope specified above**, submit a detailed budget and budget narrative for only the cost estimate determined for sample configuration #4 on page 3, (see pages 9 and 10 for format and guidelines);

Proposal must be clearly written so as to be easily understood by policymakers and project implementation and management staff. In addition, proposals should:

- ?? clearly and fully explain the approach the VENDOR intends to follow in fulfilling RFP requirements;
- ?? be as concise as possible, yet include important details and address the requirements set forth herein;
- ?? use language that is non-technical to the maximum extent possible; and,
- ?? be written and packaged as an example of the VENDOR'S writing and presentation abilities.

c. Qualifications of VENDOR and/or VENDOR'S staff (or others who would perform).

If this is an RFP for professional and artistic services, in addition to all other requirements, VENDOR must have and show the education, experience and technical ability necessary to perform this CONTRACT (see Standard Procurement Rule, 44 Ill. Adm. Code 1.2035). If the AGENCY has specified required levels of education, experience and technical ability, those shall be the minimum acceptable levels for consideration.

The qualifications of VENDOR and/or the VENDOR'S staff or other individuals who would perform the services should include the following:

- ?? *Education* – The VENDOR and/or VENDOR'S staff 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 primary personnel.
- ?? *Experience* - The VENDOR and/or VENDOR'S staff must have significant experience and skill in designing and conducting surveys of similar size, scope and complexity, and should be familiar with the National Crime Victimization Survey. VENDORS must submit a current resume or vita for each member of the project team that includes information on education, research and professional experience, and publications and completed studies.
- ?? *Technical Ability* – The VENDOR and/or VENDOR'S staff must have significant technical abilities to design the required sampling strategy, draw the required sample(s), conduct a mail response survey, collect and enter data, and compile and produce the specified deliverables. The VENDOR must assure confidentiality of individually identifiable data and obtain any necessary approval regarding the study of human subjects. VENDORS should demonstrate the organizational capacity and/or additional research support (if any) available from the VENDOR'S organization (i.e., general support staff or computer equipment).

4. Define the start date, end date, and milestones/deliverables.

Estimated Start date: February 1, 2002

Estimated End date: August 30, 2002

The term of the CONTRACT is expected to run from February 1, 2002 and terminate on or before August 30, 2002. The AGENCY shall not be responsible for costs incurred before the 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.

Milestones/Deliverables

TIME IS OF THE ESSENCE. The VENDOR shall submit the following reports in hard copy and on a disk or a CD ROM in machine readable formats, with text and graphics in the following formats: WordPerfect or MS Word, or Excel, according to the following schedule:

MILESTONE/DELIVERABLE	EXPECTED COMPLETION DATE
Deliver a written sampling plan that describes the sample, eligibility criteria, sample design, sample source, sample size, and capacity to assign individual weights should response rates be insufficient for specific populations. Sampling plan should also be in compliance with generally accepted principles and standards surrounding the use of human subjects in social research studies of this nature.	March 1, 2002
Deliver a plan that describes all methods and procedures to be followed, including efforts to achieve acceptable response rates, ensure quality control, appropriate levels of supervision and management, and compliance with generally accepted principles and standards surrounding the use of human subjects in social research studies of this nature.	April 1, 2002
Deliver an interim report that affirms the mail survey was conducted in a manner to ensure quality control, appropriate levels of supervision and management, and in compliance with generally accepted principles and standards surrounding the use of human subjects in social research studies of this nature, including an annotated bibliography on these subjects	July 1, 2002
Deliver a final sample report detailing sample definition, eligibility, design, source, sample size, final survey dispositions and completion rates, and any problems encountered during the course of the project.	August 1, 2002
<p>Deliver a codebook containing variable names of survey questions, the survey instrument, a list of values with their associated labels or meanings, the location of the variables in the dataset, and a frequency count and percentage for each value. The codebook must be suitable for submission to the National Criminal Justice Data Archive at the University of Michigan.</p> <p>Produce an IBM compatible SPSS file containing data definition statements, including a data list of the variable names and locations, variable labels, value labels and missing value specifications.</p> <p>Deliver one (1) final cleaned data file on a disk or a CD-Rom for each sample.</p>	August 30, 2002

5. Subcontracting.

Allowed (Show name of subcontractors and amounts to be paid to each if the RFP is for Professional and Artistic Services--see Transmittal Memo for type of solicitation. For other solicitations, the AGENCY may require the same or similar information. In any event, subcontractors are subject to approval of the AGENCY.)

Not Allowed

FOR STATE USE ONLY (To be filled in by AGENCY after award)

6. Supplies/Services Awarded.

_____ The entire solicitation is awarded to this VENDOR.

_____ The following portions of this solicitation are awarded to this VENDOR:

RESOURCE PLAN

Provide the following information regarding resource allocation and include with VENDOR'S proposal. Complete this information based on only the cost estimate determined for sample configuration #4 on page 3. ***Do not provide actual dollar amounts.***

Actual dollar amounts must be detailed on the form labeled "Pricing/Compensation", a line-item budget, and supported with a budget narrative. These three (3) items (form titled Pricing/Compensation, line-item budget and budget narrative) must be submitted in a **separate sealed envelope** package within the proposal container.

<u>Personnel</u>			
List all personnel on the project and their titles:	Percent of time allocated to project:		
<u>Contractual</u>			
List any consultants:	Number of hours/days devoted to project:		
<u>Travel</u>			
List all project travel including departure, destination and purpose:	Mode of transportation:	Duration of trip:	Number of staff:

Additional sheets may be used as necessary.

PRICING/COMPENSATION

SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.

Detail pricing/compensation requirements with at least the following categories of information.

1. Compensation for Supplies and/or Services.

<u>Sample Configuration (Described on page 3)</u>	<u>Estimated Price</u>
1. Statewide sample (1-area)	\$ _____
2. 4-area sample	\$ _____
3. 6-area sample	\$ _____
4. 9-area sample	\$ _____

2. Expenses. Are all expenses included in the estimated prices indicated above?

___ Yes ___ No

If "no", describe expenses that will be separately billed and show price or means of determining price for those expenses.

3. Payment Terms and Conditions (including when paid, frequency and retainage).

The selected VENDOR will be paid in three (3) installments, upon the submission and acceptance of a detailed invoice and necessary deliverables. Please indicate additional payment terms and conditions required by the VENDOR.

- a. 25% upon full execution of this CONTRACT;
- b. 25% upon completion of all surveys, as evidenced by submission of a sample report containing response rates within categories and weights used to arrive at regional and statewide estimates; and
- c. 50% upon receipt and acceptance of final deliverables by the AGENCY within the specified timeframe.

4. Tax Exemption. AGENCY'S State of Illinois tax exemption number is **E9984-0774-04** .
The Federal tax exemption certificate is available on request.

BUDGET GUIDELINES
(Line-Item Budget and Budget Narrative)

SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.

Prepare a detailed **line-item budget** based on only the estimated price for services required to complete sample configuration #4 (9-area sample). The budget must include information on:

- ?? 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;
- ?? any subcontractual costs, including consultant fees if applicable (the selected VENDOR should be prepared to submit copies of any subcontracts for the AGENCY'S review and approval and internal records);
- ?? travel costs, including air and ground transportation (mileage—auto \$.325/mile), meals (per diem \$28 in-state) and lodging (maximum allowable rates: Chicago/Cook County \$130; DuPage, Kane, Lake, McHenry, Rock Island, and Will counties \$80; Champaign, Kankakee, LaSalle, McLean, Macon, Madison, Peoria, St. Clair, Sangamon, Tazewell, and Winnebago counties \$60; and, all other downstate counties \$50);
- ?? telephone, equipment rental or purchases for new equipment, printing, postage and office supplies;
- ?? indirect expenses limited to a **maximum of 25% of direct costs** (if the VENDOR has a federally approved indirect rate of at least 25%), **excluding** sub-contractual costs. Selected VENDOR must submit proof of this federally approved rate if indirect costs are included in the budget. If VENDOR does not have a federally approved rate, all costs must be included as direct cost line items in the budget; and,
- ?? any other direct expenses that are reasonable and allowable under state and federal guidelines.

Prepare a budget narrative to accompany the line-item budget and justify the line items listed. The budget narrative must explain why costs are necessary for the project, and provide cost calculations for all costs. 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;
- ?? total amount of hours/days the consultant will dedicate to the project, the consultant's hourly rate of pay, and the total amount to be paid to the consultant;
- ?? a brief explanation of how costs for services would decrease (excluding one-time purchases such as equipment) relative to the four (4) estimated costs indicated on page 10 should the AGENCY decide to complete the project using one of the smaller-sized sample configurations (sample configurations 1, 2, or 3 defined on page 3).
- ?? VENDOR should be prepared to submit additional documentation regarding consultant costs for the AGENCY'S review and approval.

STANDARD TERMS AND CONDITIONS

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. **TERMINATION FOR CONVENIENCE:** If AGENCY terminates for convenience, AGENCY shall pay VENDOR for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination.
3. **BILLING:**
 - a) VENDOR shall submit invoices to the address on the schedule and with the detail determined by the AGENCY. This detail may include listing all services billed by date, hours worked, expenses and Taxpayer Identification Number. By submitting an invoice VENDOR certifies that the supplies and services have met all of the required standards set forth in the CONTRACT and amount billed and expenses incurred are as allowed in the CONTRACT.
 - 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. Should it be determined the taxes are legally chargeable to the State, the State will pay the tax as required. State and federal tax exemption information is available upon request. The State does not warrant that the interest component of any payment, including installment payments, to VENDOR are exempt from income tax liability.
 - c) 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**).
4. **PAYMENT:**
 - a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1 et seq.**) and implementing 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 VENDOR for any supplies provided, services performed, or expenses for the supplies and services subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT.
 - 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) Payments shall be made to conform to State fiscal year requirements notwithstanding any contrary provision in this CONTRACT or order. This may include prorating payments that extend beyond the end of the State's fiscal year (July 1 - June 30).
 - e) Any CONTRACT or order that is labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.
 - f) 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**).
5. **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 after AGENCY becomes aware of the insufficiency. VENDOR'S obligation to perform shall cease upon receipt of the notice.

6. **CONSULTATION:** VENDOR shall consult with and keep the AGENCY fully informed as to the progress of all 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. VENDOR shall promptly furnish the AGENCY with copies of all correspondence and all documents prepared in connection with the services rendered under this CONTRACT. Upon request, VENDOR shall arrange, index and deliver all correspondence and documents to the AGENCY.
7. **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.
8. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records related to performance of this CONTRACT or subcontract and necessary to support amounts charged to the State in accordance with applicable law, terms and conditions of this CONTRACT, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three (3) years after the completion of the CONTRACT, final payment, or completion of any CONTRACT audit or litigation, whichever is later. All books and records shall be available for review or audit by the AGENCY, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to VENDOR, or subcontractor, the AGENCY shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts which may be due to the AGENCY. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the AGENCY for the recovery of any funds paid by the AGENCY under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
9. **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.
10. **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.
11. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall remain fully 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.

12. **LICENSE:** VENDOR, or its employees who would perform services requiring a license, shall have and maintain any required license. With the consent of the AGENCY, VENDOR may meet the license requirement through use of a subcontractor.

13. **ASSIGNMENT AND SUBCONTRACTING:**

- a) VENDOR may not assign, subcontract, or transfer any interests in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY gives such consent, the terms and conditions of this CONTRACT shall apply to and bind the party or parties 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.
- 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 set forth in the CONTRACT, VENDOR shall not be relieved of its obligations to complete performance. However, the AGENCY shall have the option to terminate the CONTRACT upon written notice to VENDOR.
- d) The AGENCY may transfer the subject matter of this CONTRACT or payment responsibility to another State agency after giving written notice to VENDOR.
- e) AGENCY reserves the right to assign the CONTRACT for financing purposes.

14. **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. In such event, 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) Should VENDOR discontinue service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY 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 makes arrangements for continued service and maintenance through another vendor and at a price acceptable to the AGENCY.

15. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY at any time 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.

16. **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 such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

17. **CONFLICTS OF INTEREST:** VENDOR covenants that it 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 under Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or which may conflict in any manner with the VENDOR'S obligations under this CONTRACT. VENDOR further covenants that it shall not employ any person with a conflict to perform under this CONTRACT. VENDOR further covenants that no person has an interest in VENDOR or in this CONTRACT that would violate Illinois law, including **30 ILCS 500/50-13**.

18. **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. All 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 products 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 copyright, patent, trade secret, and other related proprietary rights therein. The AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation and without further compensation to VENDOR. The AGENCY shall have the right to use all such work product without restriction or limitation 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.
- b) The ideas, concepts, 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.

19. **LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume 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, 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, 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) The AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR 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 et seq.**). Any liability for damages that the State might have 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.

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

21. WARRANTY:

- a) VENDOR warrants that all services will be performed in a good and professional manner.
- b) Unless otherwise specified in this section, supplies shall be new, unused, of most current manufacture and not discontinued. All supplies shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standardized warranty and shall perform in accordance with manufacturer's published specifications. These are minimum requirements which may be modified by specific provisions of the CONTRACT.
- c) VENDOR warrants that it has title to, or the right to allow the State to use, the supplies and services being provided and that the State will have use of same without suit, trouble or hindrance from VENDOR or third parties.
- d) VENDOR makes this "Year 2000" warranty for itself and its subcontractors and agents:
 - 1) VENDOR represents and warrants that: (i) all products delivered under this CONTRACT (the "Products") are "Year 2000 Compliant," which means that all of the technology forming part of, or utilized in, or associated with, the Products (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system), and (ii) the services provided under this CONTRACT ("Services") are "Year 2000 Compliant," which means that all of the technology used by VENDOR and by any of its suppliers, subcontractors, service providers or business partners in providing the Services, or in facilitating the provision of the Services (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system) will 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.

- 2) The State may, at any time, require VENDOR to demonstrate and give assurance that it has adopted and implemented procedures necessary to ensure the Products and Services comply with this Year 2000 warranty.
- 3) VENDOR'S warranty is separate and distinct from any other warranty specified in this CONTRACT, and is not subject to any disclaimer of warranty or limitation of VENDOR'S liability which is specified in this CONTRACT, its exhibits, attachments, schedules, or any document incorporated in this CONTRACT by reference. Nothing in this Year 2000 warranty shall be construed to limit any rights or remedies, whether in law or in equity, which the State otherwise has or may have under this CONTRACT.
- 4) VENDOR shall not be excused from performing because of a "Y2K" problem with any of VENDOR'S equipment, hardware, firmware or software or that of any of VENDOR'S subcontractors.
- 5) 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. In the event that VENDOR fails to cure such breach, the State shall be entitled to seek any and all remedies available to it under this CONTRACT in law or in equity.

23. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of:

- a) 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;
- b) commencement of a proceeding by or against VENDOR under the United States Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or
- c) material misrepresentation or falsification of any information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.

24. **DISPUTE RESOLUTION:** The State shall not enter into binding arbitration to resolve any dispute that may arise under this CONTRACT.

25. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices sent by fax must show the date/time of successful receipt at the fax number set forth on the signature page. Either party may at any time give notice in writing to the other party of a change of name, address, or fax number. 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 the AGENCY headquarters.

26. **ENTIRE CONTRACT:** This CONTRACT, including any attachments, constitutes the entire CONTRACT between the PARTIES. Modifications and waivers must be in writing and signed or approved by authorized representatives of the PARTIES to be binding. If any term or condition of this CONTRACT is declared void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of this CONTRACT, and the CONTRACT shall be interpreted as far as possible to give effect to the PARTIES' intent.

27. **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.

28. **APPLICABLE LAW:** This CONTRACT shall be construed in accordance with the laws and rules, including the Standard Procurement Rules, of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements 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 of Illinois does not waive sovereign immunity by entering into this

CONTRACT. Any provision containing a citation to Illinois statutory requirements (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.

29. CONTRACTING AUTHORITY:

- a) Certain awards and contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State.
- b) CMS may be mentioned in this CONTRACT in a capacity other than a "Party". In those instances CMS acts as a contracting or approving agency and shall not be responsible for costs or funding even though payments may be made through CMS facilities.

CERTIFICATIONS

VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

Non-discrimination--Federal Requirements. VENDOR, its employees and subcontractors, agree to comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and rules (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this CONTRACT, the VENDOR certifies that services, programs and activities provided under this CONTRACT are and will continue to be in compliance with the ADA.

(5 ILCS 385/3) Default on Repayment of Educational Loan. No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. [A partnership shall be considered barred if any partner is in default on an educational loan].

(30 ILCS 105/15a) Early Retirement. VENDOR certifies he/she 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 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. VENDOR acknowledges and agrees that if such early retirement incentive was received, this CONTRACT is not valid unless the official executing the CONTRACT has made the appropriate filing with the Auditor General prior to execution.

(30 ILCS 500/50-5) Bribery.

- a) No person or business entity shall be awarded a CONTRACT or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(30 ILCS 500/50-10) Felony Conviction. Unless otherwise provided, no person or business entity convicted of a felony shall do business with the State of Illinois or any State agency from the date of conviction until 5 years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

(30 ILCS 500/50-13) Interest of State Employee, Spouse and Minor Children.

- 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, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
 - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Public Aid, the Department of Public Health, or the Department on Aging.
- (g) Penalty. A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

(30 ILCS 500/50-25) Inducements. Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

(30 ILCS 500/50-30) Revolving Door Prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the

agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

(30 ILCS 500/50-40) Reporting Anticompetitive Practices. When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process **(30 ILCS 500/50-45)**, or any current or former elected or appointed State official or State employee to knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person **(30 ILCS 500/50-50)**.

(30 ILCS 580) Drug-free Workplace. No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that grantee or contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may have a contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years. CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

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

INDIVIDUALS: If VENDOR is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. This requirement applies to contracts of more than \$5000.

(30 ILCS 582) International Anti-boycott. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

(720 ILCS 5/33E-3) Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

(720 ILCS 5/33E-4) Bid-rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

(775 ILCS 5/2-105) Equal Employment Opportunities -- Affirmative Action/Sexual Harassment. Every party to a public contract and every eligible bidder shall:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- (2) Comply with the procedures and requirements of the Department's [Illinois Department of Human Rights] regulations concerning equal employment opportunities and affirmative action; [The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.]
- (3) Provide such information, with respect to its employees and applicants for employment, and
- (4) Have written sexual harassment policies that shall include, at a minimum, the following information:
 - (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR'S internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the [Illinois Human Rights] Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. [Out of state VENDORS may utilize the VENDOR'S state's equivalent of the Department and Commission.]

(775 ILCS 25/2) Discriminatory Club Dues. No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.

SUPPLEMENTAL TERMS AND CONDITIONS

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

- Public Works Labor 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.
- Infrastructure Task Force Prohibition
- Other (describe)
 - AGENCY Terms (attached)
 - Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements Form (attached)

AGENCY TERMS

(1) Order of Preference

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

- A) The CONTRACT (AGENCY TERMS take precedence over STANDARD TERMS AND CONDITIONS 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 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). In addition, the project proposal must be submitted to the AGENCY and approved 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) 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 applicable regulations and legislation. 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.

(4) Advisory Group

The AGENCY reserves the right to require the VENDOR to convene an Advisory Group, according to a schedule outlined by the AGENCY, to help further refine the study design and provide feedback on the progress of the project. The AGENCY may identify individuals who will participate in the Advisory Group and shall have approval authority over the composition of the Advisory Group.

(5) Subcontractors

VENDORS should verify that the fee or wage paid to any consultant or other subcontractors is the normal fee or wage earned for that individual or organization or that this fee has been approved by the United States Department of Justice in the past for similar services. The VENDOR should be prepared to submit copies of any subcontracts for the AGENCY's review and approval and internal records. The VENDOR shall not subcontract the services covered by the terms of this CONTRACT without prior written consent from the AGENCY.

(6) Positions and Personnel

It has been determined that the persons identified in the submitted proposal are necessary for the successful performance of this evaluation project. Therefore, the VENDOR shall assign such persons for the performance of work under this evaluation project, and shall not reassign, remove, or appoint replacements for such persons without written notice to, and the written concurrence of, the AGENCY. Whenever, for any reason, a person identified in the submitted proposal, or subsequently approved, is unavailable for assignment for work under this CONTRACT, the

VENDOR shall, with the approval of the AGENCY, replace such person with someone of equal abilities and qualifications.

(7) Publishable quality of interim and final reports

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

(8) Agency and peer review of interim and final reports

The VENDOR agrees not to publish any materials developed under this CONTRACT until all reports stated in the milestones/deliverables section 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 all reports required by this CONTRACT:

The AGENCY will review the reports for both substantive and editorial accuracy. The AGENCY shall have 30 days after receipt of a report to review it, and the right to request that modifications be made to the report. 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 report 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 report to review it. If the AGENCY finds that the VENDOR failed to revise the report 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.

(9) Ownership of materials/equipment conditions

Subject to the conditions stated herein, the rights to all materials produced pursuant to this CONTRACT shall be held by the AGENCY. 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.

(10) Termination or suspension of the interagency CONTRACT:

The VENDOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: all applicable federal legislation regulations and guidelines; 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 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.).

(11) **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; provisions of 48 CFR regarding federal acquisition principles, including Part 48, Contract Cost Principles 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); 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 CONTRACT, or pursuit of other remedies that may be legally available.

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) 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.

14) Non-Discrimination:

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.

15) Equal Employment Opportunity Program:

The following requirements apply to for-profit entities, and State, county or other local units of government: If the VENDOR has 50 or more employees, is receiving more than \$25,000, either through this CONTRACT or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the VENDOR agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the VENDOR has 50 or more employees, is receiving more than \$25,000, either through this CONTRACT or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the VENDOR agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this CONTRACT, the VENDOR hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this CONTRACT. In addition, any VENDOR receiving \$500,000 or more through this CONTRACT, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

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 related activities and expenditures to this CONTRACT. 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.

21) 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.

22) 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.

23) Publications:

The VENDOR shall submit to the AGENCY, copies, the number of which will be specified by the AGENCY, 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.

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
- References
- 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 _____

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 and fax).

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

8. Length of time in business.

9. Annual Sales for most recently completed fiscal year.

10. If a manufacturer, show number of full-time employees on average during the most recent fiscal year.

References

Provide at least five references from established firms or government agencies other than the procuring AGENCY that can attest to your experience and ability to perform the CONTRACT subject of this bid.

1. Firm/Government Agency (name and address) _____

Contact Person (name and address) _____

Supplies/Services Provided _____

2. Firm/Government Agency (name and address) _____

Contact Person (name and address) _____
Supplies/Services Provided _____

3. Firm/Government Agency (name and address) _____

Contact Person (name and address) _____

Supplies/Services Provided _____

4. Firm/Government Agency (name and address) _____

Contact Person (name and address) _____

Supplies/Services Provided _____

5. Firm/Government Agency (name and address) _____

Contact Person (name and address) _____

Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-105) If you have employed fifteen or more employees at any time during the 365-day period immediately preceding the publication of this RFP 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 bid opening date. Application forms may be obtained by contacting DHR, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). Show your Public Contract Number or, if not available, the date the completed application was submitted to DHR below.

Name of Company (and DBA) _____.

DHR Public Contracts Number _____.

Date completed application for the number was submitted to DHR _____.

NOTICE
COMPANIES HOLDING ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBERS
ISSUED PRIOR TO JULY 1, 1998

YOUR NUMBER EXPIRED ON AUGUST 31, 1999

If your organization holds an Illinois Department of Human Rights (DHR) Eligibility Number issued by the Department or its predecessor agency, the Illinois Fair Employment Practices Commission (FEPC), **prior** to July 1, 1998, your number expired on August 31, 1999. Upon expiration, you will no longer be eligible to be awarded public contracts unless you re-register with DHR. You are affected by this notice if your DHR number is 89999-00-0 or lower. If your DHR number is 90000-00-0 or higher, your number was issued on or after July 1, 1998, and is valid for five years from the date of eligibility.

To re-register, you must file an Employer Report Form (DHR PC-1) with DHR. You can obtain a 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 Illinois 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 with BEP certified vendors? Yes _____(attach copy) No _____

If "No", will you make a commitment to contact BEP certified vendors and consider their proposals? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this project 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.

DISCLOSURES

FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

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 as specified below **(30 ILCS 500/50-35 a,b,h)**.

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

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure (include proxy if referenced in 10K) in satisfaction of the disclosure requirements set forth in both Sections 1 and 2. Section 3 must be completed by all VENDORS.

Section 1: Disclosure of Financial Interest in the VENDOR

- a) If any individuals have one of the following financial interests in the VENDOR (or its parent), please mark each that apply and show their name and address. Then complete Section 2 and 3. If no individual has the stated interest, mark the first blank, skip Section 2, but complete Section 3.

No individuals have the following interests (____)
Ownership exceeding 5% (____)
Ownership value exceeding \$90,420.00 (____)
Distributive Income Share exceeding 5% (____)
Distributive Income Share exceeding \$90,420.00 (____)

Name: _____

Address: _____

- b) For each individual named above, show the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____
other (explain) _____

- c) For each individual named above, show the dollar value or proportionate share of the ownership interest in the VENDOR (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the VENDOR (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,420.00 or less, check here (____).

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$90,420.00, show either:

The percent of ownership _____ %, or

The value of the ownership interest \$ _____

Section 2: Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to 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 2. 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 “3”]. | 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
_____ |

Section 3: Current and Pending Contracts and Offers (bids and proposals).

- a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.
- b. VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name of VENDOR (and DBA): Show the official business name used to file Illinois and United States taxes using the SSN or EIN shown below. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: "Official EIN Name" d.b.a. "Name Of Contracting Entity"

Name (official EIN name) _____

d.b.a. _____

Taxpayer 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 of the business and the owner's SSN. For all other entities, enter the EIN.)

Social Security Number _____ or

Employer Identification Number _____

Legal Status (check one):

_____ Individual

_____ Corporation

_____ Nonresident Alien

_____ Medical Corporation

_____ Sole Proprietorship

_____ Government

_____ Tax Exempt/Hospital Extended Care Facility

_____ Pharmacy (non-corporate)

_____ Partnership/Legal Corporation

_____ Estate or Trust

_____ Pharmacy/Funeral Home/Cemetery

ATTACHMENT A

Standards for Maintaining, Collecting, and Presenting Federal Data on Race and Ethnicity

This classification provides a minimum standard for maintaining, collecting, and presenting data on race and ethnicity for all Federal reporting purposes. The categories in this classification are social-political constructs and should not be interpreted as being scientific or anthropological in nature. They are not to be used as determinants of eligibility for participation in any Federal program. The standards have been developed to provide a common language for uniformity and comparability in the collection and use of data on race and ethnicity by Federal agencies. The standards have five categories for data on race: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, and White. There are two categories for data on ethnicity: "Hispanic or Latino," and "Not Hispanic or Latino."

1. Categories and Definitions

The minimum categories for data on race and ethnicity for Federal statistics, program administrative reporting, and civil rights compliance reporting are defined as follows:

-- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

-- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

-- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

-- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

-- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

-- **White.** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Respondents shall be offered the option of selecting one or more racial designations. Recommended forms for the instruction accompanying the multiple response question are "Mark one or more" and "Select one or more."

2. Data Formats

The standards provide two formats that may be used for data on race and ethnicity. Self-reporting or self-identification using two separate questions is the preferred method for collecting data on race and ethnicity. In situations where self-reporting is not practicable or feasible, the combined format may be used. In no case shall the provisions of the standards be construed to limit the collection of data to the categories described above. The collection of greater detail is encouraged; however, any collection that uses more detail shall be organized in such a way that the additional categories can be aggregated into these minimum categories for data on race and ethnicity. With respect to tabulation, the procedures used by Federal agencies shall result in the production of as much detailed information on race and ethnicity as possible. However, Federal agencies shall not present data on detailed categories if doing so would compromise data quality or confidentiality standards.

a. Two-question format

To provide flexibility and ensure data quality, separate questions shall be used wherever feasible for reporting race and ethnicity. When race and ethnicity are collected separately, ethnicity shall be collected first. If race and ethnicity are collected separately, the minimum designations are:

Race:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino

When data on race and ethnicity are collected separately, provision shall be made to report the number of respondents in each racial category who are Hispanic or Latino.

When aggregate data are presented, data producers shall provide the number of respondents who marked (or selected) only one category, separately for each of the five racial categories. In addition to these numbers, data producers are strongly encouraged to provide the detailed distributions, including all possible combinations, of multiple responses to the race question. If data on multiple responses are collapsed, at a minimum the total number of respondents reporting "more than one race" shall be made available.

b. Combined format

The combined format may be used, if necessary, for observer-collected data on race and ethnicity. Both race (including multiple responses) and ethnicity shall be collected when appropriate and feasible, although the selection of one category in the combined format is acceptable. If a combined format is used, there are six minimum categories:

- American Indian or Alaska Native
- Asian
- Black or African American
- Hispanic or Latino
- Native Hawaiian or Other Pacific Islander
- White

When aggregate data are presented, data producers shall provide the number of respondents who marked (or selected) only one category, separately for each of the six categories. In addition to these numbers, data producers are strongly encouraged to provide the detailed distributions, including all possible combinations, of multiple responses. In cases where data on multiple responses are collapsed, the total number of respondents reporting "Hispanic or Latino and one or more races" and the total number of respondents reporting "more than one race" (regardless of ethnicity) shall be provided.

3. Use of the Standards for Record Keeping and Reporting

The minimum standard categories shall be used for reporting as follows:

a. Statistical reporting

These standards shall be used at a minimum for all federally sponsored statistical data collections that include data on race and/or ethnicity, except when the collection involves a sample of such size that the data on the smaller categories would be unreliable, or when the collection effort focuses on a specific racial or ethnic group. Any other variation will have to be specifically authorized by the Office of Management and Budget (OMB) through the information collection clearance process. In those cases where the data collection is not subject to the information collection clearance process, a direct request for a variance shall be made to OMB.

b. General program administrative and grant reporting

These standards shall be used for all Federal administrative reporting or record keeping requirements that include data on race and ethnicity. Agencies that cannot follow these standards must request a variance from OMB. Variances will be considered if the agency can demonstrate that it is not reasonable for the primary reporter to determine racial or ethnic background in terms of the specified categories, that determination of racial or ethnic background is not critical to the administration of the program in question, or that

the specific program is directed to only one or a limited number of racial or ethnic groups.

c. Civil rights and other compliance reporting

These standards shall be used by all Federal agencies in either the separate or combined format for civil rights and other compliance reporting from the public and private sectors and all levels of government. Any variation requiring less detailed data or data which cannot be aggregated into the basic categories must be specifically approved by OMB for executive agencies. More detailed reporting which can be aggregated to the basic categories may be used at the agencies' discretion.

4. Presentation of Data on Race and Ethnicity

Displays of statistical, administrative, and compliance data on race and ethnicity shall use the categories listed above. The term "nonwhite" is not acceptable for use in the presentation of Federal Government data. It shall not be used in any publication or in the text of any report. In cases where the standard categories are considered inappropriate for presentation of data on particular programs or for particular regional areas, the sponsoring agency may use:

- a. The designations "Black or African American and Other Races" or "All Other Races" as collective descriptions of minority races when the most summary distinction between the majority and minority races is appropriate;
- b. The designations "White," "Black or African American," and "All Other Races" when the distinction among the majority race, the principal minority race, and other races is appropriate; or
- c. The designation of a particular minority race or races, and the inclusion of "Whites" with "All Other Races" when such a collective description is appropriate.

In displaying detailed information that represents a combination of race and ethnicity, the description of the data being displayed shall clearly indicate that both bases of classification are being used. When the primary focus of a report is on two or more specific identifiable groups in the population, one or more of which is racial or ethnic, it is acceptable to display data for each of the particular groups separately and to describe data relating to the remainder of the population by an appropriate collective description.

Source: **Sally Katzen**
Administrator, Office of Information and Regulatory Affairs.
U.S. Census Bureau, Population Division