August 6, 2003

TO: Eligible Bidders
FROM: Robert E. Schiller
State Superintendent of Education

SUBJECT: Request to Resubmit Proposals for the Phased Development and Implementation of the Illinois State Board of Education Student Information System (ISBE SIS)

The Illinois State Board of Education (ISBE) intends to proceed with the letting of a contract to develop the ISBE SIS. Because of the long time delay in reaching this decision due to budget uncertainties, we are asking that those of you who are still interested in being considered for this contract resubmit your original proposals with changes highlighted in red. Changes may include, but are not limited to, contractor qualifications, project staffing plans, updated project plans and costs.


Contract Period: The contract period will begin no sooner than Monday, September 22, 2003, and will extend from the execution date of the contract until Friday, June 29, 2007, contingent upon continued funding from the Illinois General Assembly for succeeding state fiscal years (July 1 – June 30), and the satisfactory performance by the contractor in the fiscal year previous to the renewal period.

Receipt of Proposals: Updated proposals will be received by mail or in person in the Fiscal and Administrative Services Division of ISBE until 4:00 p.m., Friday, August 22, 2003.

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

Proposals should be addressed to Mr. Joseph A. Klickna, ISBE Procurement Officer.

Submission Requirements: Proposals must be submitted in two parts: a narrative description of the proposed work and resumes of proposed project personnel, and a cost proposal. Each part must be sealed in individual packages and clearly labeled as "NARRATIVE" on one package and "COST" on the other package. An original and four copies of the proposal must be submitted.

Opening of Proposals: Proposals will be publicly opened at 8:30 a.m., Monday, August 25, 2003, at the Illinois State Board of Education, 100 North First Street, Springfield, Illinois 62777-0001. The content of all proposals will remain confidential and the contents will not be shared with competing offerors.
Contact Person: For more information on this RFSP, contact Ms. Tricia Leezer, Fiscal and Administrative Services Division, at 217-782-4387, or 217-782-4550 (FAX).

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

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

A signed two-party agreement based upon the contractor’s proposal will constitute the contract with ISBE. No agreement exists and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract.
January 31, 2003

TO: Eligible Bidders
FROM: Robert E. Schiller
State Superintendent of Education


General Information

Eligible Applicants: Computer consulting firms that have experience in developing and implementing large-scale individual student record systems are eligible to apply.

Contract Period: The contract period will begin no sooner than Wednesday, April 16, 2003, and will extend from the execution date of the contract until Friday, June 29, 2007, contingent upon continued funding from the Illinois General Assembly for succeeding state fiscal years (July 1 – June 30), and the satisfactory performance by the contractor in the fiscal year previous to the renewal period.

Receipt of Proposals: Proposals will be received by mail or in person in the Fiscal and Administrative Services Division of the Illinois State Board of Education (ISBE) until 4:00 p.m., Wednesday, March 12, 2003.

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

Proposals should be addressed to Mr. Joseph A. Klickna, ISBE Procurement Officer.

Submission Requirements: Proposals must be submitted in two parts: a narrative description of the proposed work and resumes of proposed project personnel, and a cost proposal. Each part must be sealed in individual packages and clearly labeled as “NARRATIVE” on one package and “COST” on the other package. An original and four copies of the proposal must be submitted.

Opening of Proposals: Proposals will be publicly opened at 8:30 a.m., Thursday, March 13, 2003, at the Illinois State Board of Education, 100 North First Street, Springfield, Illinois 62777-0001. The content of all proposals will remain confidential and the contents will not be shared with competing offerors.

Bidders’ Conference: A mandatory bidders’ conference will be held in Conference Rooms C and D, 2nd Floor, at the Illinois State Board of Education, 100 North First Street, Springfield, Illinois from 9:30 a.m. to 12:00 p.m., Friday, February 14, 2003, to discuss in further detail the scope of this project, and to answer questions. Bidders are asked to bring a business card identifying the firm and primary contact person who can be contacted by email. Proposals will not be considered from bidders who do not attend the mandatory bidders’ conference.

Contact Person: For more information on this RFSP, contact Ms. Tricia Leezer, Fiscal and Administrative Services Division, at 217-782-4387, or 217-782-4550 (FAX).
Disclaimer: This RFSP does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received as a result of this RFSP. ISBE will be the sole judge as to whether a proposal has satisfactorily met the requirements of the RFSP.

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

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE. No agreement exists and no work shall begin until the contract has been finalized and signed by both parties. Payment will be made according to a negotiated payment schedule set forth in the contract.

Background

The passage of the "No Child Left Behind Act of 2001" (Public Law 107-110) increased accountability and reporting requirements regarding student academic achievement. In order to better respond to these and other federal and state reporting requirements, ISBE began the process toward implementing a state-level student information system. The use of individual student records will increase the state's capacity to follow a student's progress over time, thus allowing for longitudinal studies and improved policy decisions; reduce the data collection burden on school districts and schools; improve the quality of information presently gathered; and enhance the use and relevance of state data by local school districts.

In August 2002, ISBE engaged a contractor to conduct a feasibility study and functional requirements analysis as the first step toward the development and implementation of this system. A copy of the final report, Illinois State Board of Education Student Information System (ISBE SIS) Feasibility & Requirements Study, prepared by the contractor can be found at http://www.isbe.net/pdf/ISBE_SIS_ReqSpecs.pdf.

ISBE is now seeking proposals from qualified vendors through this RFSP for the phased development and implementation of this system as described in the final report.

Project Description

Throughout the project the contractor will be responsible for:

- Designing, developing, implementing, and documenting the ISBE SIS;
- Co-managing the project with the ISBE project manager;
- Developing and conducting training programs for internal and external users of the system, including how to use developed software, protect the confidentiality of data resources, and ensure the validity, accuracy and timeliness of data; and
- Developing and hosting a "Help Desk" function during the project to assist internal and external users in solving problems either of a programmatic or technical nature.

Throughout the project, ISBE will have a project board consisting of senior management in place to ensure that agency resources are made available and any conflicts are resolved in a timely manner. Furthermore, ISBE project managers from both programmatic and technical areas will be assigned to assist the external consulting project manager in managing the project.
Moreover, a project team consisting of both internal and external expert staff will work with the consulting project team to develop the functional specifications for the system. Finally, key resources from both programmatic and technical areas will be made available on an as-needed basis during the project to assist the consulting project team in its work.

The consulting project manager and project team will not be required to be on-site at all times during this project. The exact amount of time that a presence is required will be discussed during contract negotiations between ISBE and the selected vendor.

The ISBE SIS will use the ISBE Web Application Security System (IWAS) for security. IWAS is a web-based system that allows educational partners and ISBE employees to use a single logon name and password to access ISBE web-based systems.

The ISBE SIS will be browser and platform independent. It will run under Netscape Navigator 6.1 or higher and Internet Explorer 5.5 or higher. It will also run on either a Windows-based PC or a MAC. The ISBE SIS will be constructed using the Microsoft.NET technical platform. ISBE will provide a .NET framework standard for this project. The contractor will be expected to develop the project within this specified framework. The system will run under Internet Information Server (IIS) on one or more servers running Windows 2000 Advanced Server. In addition, the selected vendor will be required to follow all current ISBE web application development standards and policies. The ISBE Web Standards document will be disseminated at the mandatory bidders’ conference. ISBE is a Microsoft-based shop and the technical solution must utilize Visual Basic.NET, ADO.NET, ASP.NET, JavaScript and SQL Server 2000. All reports will be written in HTML whenever possible or Crystal Reports 9.0 when HTML is not feasible. Visual SourceSafe will be used for version control.

Scope of Work

The final report, *Illinois State Board of Education Student Information System (ISBE SIS) Feasibility & Requirements Study*, contains relevant information required to write and submit a proposal for the development and implementation of the ISBE SIS, and it should be read carefully by potential bidders prior to the bidders’ conference to reduce the number of questions asked. Moreover, potential bidders should find the following National Center for Education Statistics/National Forum on Education Statistics publications to be useful in developing a proposal:

- **Building an Automated Student Record System** – This document is designed to provide a stand-alone guide for local and state education agencies faced with the task of designing a new or upgrading an existing automated student information system. It contains information from a variety of resources, most of which are cited in the text. Included in the contents are guidelines, checklists, and real-life examples. This publication contains valuable guidance on the steps required to develop an automated student record system.


- **Protecting the Privacy of Student Records: Guidelines for Education Agencies** – This document is designed to help state and local education agencies and schools develop adequate policies and procedures to protect information about students and their families from improper release, while satisfying the need for school officials to make sound management, instructional, and service decisions.


- **Student Data Handbook for Elementary, Secondary, and Early Childhood Education: 2001 Update** – This document is designed to provide guidance concerning the consistent maintenance of student information. This handbook defines data elements and definitions
describing personal information, enrollment, school participation and activities, out-of-school experience, assessment, transportation, health, special program participation and discipline for pupils in early childhood, elementary, and secondary education. This includes the original 2000 Handbook and the 2001 Update.

It can be found at http://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2000343R.

- **Staff Data Handbook for Early Childhood, Elementary, and Secondary Education: 2001 Edition** – This document is designed to provide guidance concerning the consistent maintenance of staff information. This handbook defines data elements and definitions describing personal information, educational experiences, qualification information, current employment, assignment, evaluation and career development, and separation from employment.


- **Safety in Numbers: Collecting and Using Crime, Violence, and Discipline Incident Data to Make a Difference in Schools** – This document is designed to be used by school, district, and state staff to improve the effectiveness of their efforts to collect and use disciplinary incident data. It provides recommendations on what types of data to collect, why it is critical to collect such data, and how the data can be used effectively to improve school safety and answer policy questions relating to school improvement and the safety of our students.


What follows is a summary of the tasks the contractor will have to complete during the various phases of the project and the requirements for system documentation.

**Functional Specification Phase (Start of Project – June 30, 2003)**

- Develop the functional specifications for the ISBE SIS with the input of both internal and external expert staff.

**Phase 1 (July 1, 2003 – June 30, 2004)**

- Assist School Administrative Package (SAP) vendors and local school districts that have locally developed packages to ensure that their systems can store the ISBE SIS unique state student identification numbers and can transfer required data to ISBE in required data formats.

- Assist Special Education and Career and Technical Education staffs to ensure that their systems, the Funding and Child Tracking System (FACTS) and the Illinois Student Information System (ISIS), respectively, can store the unique state student identification number.

- Collect local student identification numbers and demographic data from school districts.

- Assign a unique student identifier to each student and return this data to school districts for inclusion in their local student packages.

- Match school district student demographic data with Special Education and Career and Technical Education data systems student demographic data and assign the unique state student identification number to these records.

- Work with Assessment staff to establish bar codes for student demographic data on state assessments/tests.

- Capture assessment/test data from testing firms.
- Collect exiting data and implement the process to automatically update the ISBE SIS to indicate that eligible students have been promoted to the next grade level.
- Upload data to the Report Card System.
- Begin to develop Maintenance Code Tables and the Course Classification System.

**Phase 2 (July 1, 2004 – June 30, 2005)**
- Integrate FACTS into the ISBE SIS.
- Collect parent/guardian contact data and implement the direct certification process for National School Lunch Eligibility with the Illinois Department of Human Services.
- Collect student indicator and program data and implement an interface with the eGrant Management System.
- Continue to develop Maintenance Code Tables and the Course Classification System.

**Phase 3 (July 1, 2005 – June 30, 2006)**
- Collect attendance data monthly and implement the State Aid Reimbursement interface.
- Collect student behavior and discipline data.
- Continue to develop Maintenance Code Tables and the Course Classification System.

**Phase 4 (July 1, 2006 – June 30, 2007)**
- Collect student schedule data and implement the Illinois Educator Certification and Service System and Course Classification System interfaces.
- Integrate ISIS into the ISBE SIS.
- Collect student transportation data and implement the Pupil Transportation Reimbursement interface.

**Documentation Requirements**
The following documentation is to be developed for the ISBE SIS:
- ISBE SIS Staff User Manual,
- System Administrator Manual,
- Production Support Manual,
- Installation Guides,
- Online User Manuals, and
- Online Help Screens

**Fiscal Information**
This will be a fixed-bid contract.
For purposes of compliance with Section 511 of P.L. 101-166 (the "Stevens Amendment"), applicants are advised that 50% of the funds for this program are derived from federal sources as per requirements of the Stevens Amendment. The total amount of federal funding involved for the entire project is between $2.5 and $3.0 million.
Proposal Format

Each proposal must be submitted in two parts in the formats outlined below. Each part must be submitted in a sealed package separate from the other part, with appropriate labels. Please use the following as a checklist in assembling your completed proposal.

Part I: Narrative Proposal

__1. Cover Page [Limit to one page]: The narrative proposal cover page must include the name and address of the bidder and must be signed by the official authorized to submit the application and bind the applicant to its provisions. It must also indicate the:
   a) name and position of the individual responsible for the application;
   b) applicant's name, address, phone and fax numbers, and e-mail address;
   c) Federal Employer Identification Number (FEIN) of the firm; and
   d) period of time for which the proposal is a binding offer upon the bidder (minimum 60 days).

__2. Contractor's Qualifications: This section must include:
   a) a description of the contractor's organization;
   b) the contractor's qualifications and experience in performing work of a similar nature;
   c) a list of all contracts, including contract numbers, that the contractor has had with the Illinois State Board of Education during the past five years. Do not include contracts with public entities such as Regional Offices of Education, schools, etc., and
   d) the names, addresses and telephone numbers of three business references.

__3. Project Personnel: This section must include the names and resumes of proposed project personnel.

__4. Project Plan: This section must include a detailed project plan with timelines and specific project deliverables. Use the summary of the anticipated tasks described under "Scope of Work" as a guide when completing this section. Furthermore, please describe how security, privacy and confidentiality of student data will be ensured as per the requirements of the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Illinois School Student Records Act (105 ILCS 10/).

__5. Certification and Assurances (Attachments 1 - 5): This section must include the document entitled "Certifications and Standard Contract Terms," and the "Department of Human Rights Public Contract Number," "Drug-Free Workplace Certification," the "Certification Regarding Debarment," and the "Certification Regarding Lobbying" forms. These must be signed by the official legally authorized to submit the proposal and to bind the applicant to its contents.

Part II: Cost Proposal

__1. Cover Page: The cost proposal cover page must include the name and address of the bidder and must be signed by the official authorized to submit the application and to bind the applicant to its provisions.

__2. Total Fixed-Bid Cost: Describe the expenditures for the project, displaying total fixed-bid cost for each phase separately. The budget format used must provide the following information:
   - Personnel costs: Itemize the following for each category of personnel involved in the project (project manager, technical staff, trainers, etc.)
o Estimated days of service,
o Rate per day, and
o Total cost per category and for all personnel.
• Travel: Separate travel and per diem. Estimate the number of trips.
• Subcontracting information, if applicable (See Terms of Contract, item C).
• Other Costs: Specify
• Total fixed bid cost for the entire project.

Criteria for Review and Approval of Proposals

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

Part I: Criteria for Narrative Description

Company and Proposed Project Personnel Qualifications and Project Plan (maximum 100 points): The narrative portion of the proposal will be evaluated to determine the degree to which it meets the following criteria.

• The company and proposed project personnel have extensive experience over the last five years in developing and implementing a student information system. (15 points)
• The company and proposed project personnel have successfully implemented solutions for student information systems that are web-based. (10 points)
• The proposed project manager possesses the necessary background and skills to successfully manage a project of this size. (10 points)
• The proposed systems development personnel proposed for this contract have the technical skills (i.e., Visual Basic.NET, ADO.NET, ASP.NET, JavaScript, SQL Server 2000, HTML, and Crystal Reports 9.0) necessary to write the solution required by ISBE. (15 points)
• The company and proposed project personnel have extensive experience in training individuals in the use of systems software and protection of the confidentiality of data resources, and how to ensure that submitted data are valid, accurate and timely. (10 points)
• The company and proposed project personnel have extensive experience in developing and managing a "Help Desk" process. (10 points)
• The company and proposed project manager have a thorough understanding of the privacy and confidentiality provisions of the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act. (15 points)
• The proposed project plan presents a sound, realistic approach to the work that will enable the contractor to develop and implement the ISBE SIS within required timelines specified for each phase. (15 points).

Part II: Criteria for Cost Proposals: The total cost proposed for the contract will be the determining factor in the event that two or more proposals are judged to be substantially equal.

Terms of the Contract

A. Funds granted for the operation of this contract must be used exclusively for the purposes stated in the approved proposal and must be expended in accordance with the approved budget and the contractor's policies and procedures related to such
expenditures. Funds may only be expended for activities occurring during the contract period.

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

C. The applicant may enter into a subcontract with another entity to carry out the responsibilities of the project. However, all project responsibilities are to be retained by the applicant to ensure compliance with the terms and conditions of the contract. All subcontracting must be documented and must have the prior approval of the State Superintendent of Education. Approval of subcontracts shall be subject to the same criteria as are applied to the original proposal. The following information is required if any subcontracting is to be utilized:

   1) name(s) and address(es) of all subcontractor(s);
   2) need and purpose for subcontracting;
   3) measurable and time-specific services to be provided; and
   4) associated costs, i.e., amounts to be paid under subcontracts.

D. Weekly status reports documenting each programmer analyst’s progress and use of time will be required.

E. Pursuant to 30 ILCS 500/35-20[c][5], before final payment will be tendered, a postperformance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings, and contractor’s performance in accord with the contract.
Certifications and Standard Contract Terms

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

1. Disqualifications - Conflict of Interest

   Contractor makes the following certifications to ISBE:

   a) Contractor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a state contract by a contractor who has been convicted of bid-rigging or bid-rotating.

   b) Contractor is not barred from entering into this contract by Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits the receipt of a state contract by anyone who has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state, or who has made an admission of guilt of such conduct which is a matter of record.

   c) Contractor is not barred from entering into this contract by Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). Section 50-13 prohibits the receipt of a state contract by state officers and employees, their spouses, children, and certain businesses in which they have an interest.

   d) No person receiving any financial benefit from this contract is in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/0.01 et seq.).

   e) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

   f) Contractor, if an individual, will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4)

   g) Vendor is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor acknowledges the contracting state agency may declare the contract void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

2. Notices - Authorized Representatives

   Any correspondence concerning this contract shall be in writing and delivered to the following representatives of ISBE and Contractor:

   Illinois State Board of Education
   Terry Chamberlain
   100 North First Street
   Springfield, Illinois 62777
3. Applicable Law
   a) This contract shall be interpreted according to Illinois law.
   b) In performing this contract, Contractor shall obey all laws, regulations, and executive orders including but not limited to those prohibiting unlawful discrimination.

4. Independent Contractor - Indemnification
   a) In performing this contract, Contractor shall act as an independent contractor and not as an agent or employee of ISBE.
   b) Contractor shall indemnify, defend and hold harmless ISBE and its agents against all claims arising out of Contractor's performance of this contract where the wrongful act was caused by Contractor, its agents or its subcontractors. Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses in such cases and shall pay any judgment, interest or costs rendered against ISBE.

5. Right to Terminate Contract
   a) Payment under this contract is subject to passage of a sufficient appropriation by the General Assembly. Payment will cease immediately without further obligation should the General Assembly fail to appropriate sufficient funds for this contract.
   b) If Contractor violates the certifications made in this contract or otherwise fails to fulfill in a timely and proper manner its obligations under this contract, ISBE shall have the right to terminate this contract by giving written notice to Contractor at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports or other work prepared by Contractor under this contract shall, at the option of ISBE, become its property and Contractor shall be entitled to receive fair compensation for any work satisfactorily completed. If the contract is terminated, Contractor shall not be relieved of liability to ISBE for funds improperly spent or withheld by Contractor or for other damages suffered by ISBE, and ISBE may withhold any payments to Contractor for the purpose of set-off until such time as the amount due ISBE is determined.

6. Subcontracting - Assignment - Waiver
   a) Contractor shall not use any subcontractor without ISBE's written approval. All contract responsibilities are retained by Contractor to ensure compliance with the terms and conditions of the contract.
   b) Contractor shall not assign this contract without approval of ISBE.
   c) Failure by ISBE to enforce any provision of this contract shall not constitute a waiver of that provision.

7. Equal Employment Opportunity (required by 44 Ill. Adm. Code 750.10)
   In the event of Contractor's noncompliance with the provisions of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the
contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or rule. During the performance of this contract, Contractor agrees as follows:

a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules, Contractor will promptly so notify the Department and ISBE and will recruit employees from other sources when necessary to fulfill its obligations there under.

e) That it will submit reports as required by the Department's rules, furnish all relevant information as may from time to time be requested by the Department or ISBE, and in all respects comply with the Illinois Human Rights Act and the Department's rules.

f) That it will permit access to all relevant books, records, accounts and work sites by personnel of ISBE and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules.

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

8. Ownership Disclosure (30 ILCS 500/50-35)

List the name, address, dollar or proportionate share of ownership, and instrument of ownership or beneficial relationship of each person from your business having any ownership or distributive income share that is in excess of 5% or $90,420, whichever is less. (If your business is a publicly traded entity subject to federal 10K reporting, you may submit a copy of your 10K disclosure instead of completing this part of the disclosure.)
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(Attach extra sheets if necessary)

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

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

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

Contractor agrees to maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all money paid under this contract in the manner required by the Illinois Procurement Code (30 ILCS 500/20-65).

10. **Property Rights**

Copyright and all other rights to materials and work developed under this contract shall belong to ISBE, unless otherwise agreed in writing.

______________________________
Name of Contractor

______________________________
Title

______________________________
Date
Disclosure
of
Conflict of Interest

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

Section 50-13. Conflicts of interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois ($90,420), 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 75% 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 of Aging.

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

CHECK ONE:

No Conflict of Interest.

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

This disclosure is submitted on behalf of

(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed) ___________________________ Title ___________________________

Signature ___________________________ Date ___________________________
Department of Human Rights (DHR) Public Contract Number

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

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

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

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

Application forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
2. Internet: Download form at www.state.il.us/cms in the Purchasing area of the CMS homepage; go to "Download Vendor Forms".
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug-Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

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

Name of Contractor

Printed Name and Title of Contractor's Authorized Representative

Date

Signature of Authorized Representative

ISBE 85-38 (5/97)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Contractor

PRI/Award Number or Project Name

Name and Title of Contractor's Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposition," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ISBE 65-34 (5/77)