CONTRACTUAL AGREEMENT
Between

THE ILLINOIS STATE BOARD OF EDUCATION ("ISBE"), for its Fiscal Services Division,

And

WORKFORCE LANGUAGE SERVICES, LLC. ("Contractor")

This Contractual Agreement (this "Agreement") is entered into by and between ISBE and the Contractor (collectively, the "Parties", and each, a "Party") under the authority of the Illinois Procurement Code, 30 ILCS et. seq. In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

1. Purpose and Statement of the Work. The Contractor shall perform, on an as needed and requested basis, translation services as the "primary contractor" (as defined in the Request for Sealed Proposals: Translation Services). The Contractor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with any schedule of deliverables set forth in Exhibit A ("Scope of Services/Costs"). The Contractor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State.

2. Term. This Agreement shall become effective on the date upon which it becomes fully executed and shall, subject to any earlier termination as provided herein, terminate on June 30, 2010 (the "Term"). The Term may be extended for four additional one-year periods contingent upon a sufficient appropriation and satisfactory performance by the Contractor during the preceding fiscal year (as determined in the sole discretion of ISBE).

3. Payment, Expenses and Billing
   a) Contract Amount. For the due, proper and complete performance of the Services performed in accordance with this Agreement, ISBE shall pay the Contractor in accordance with Exhibit B, Cost Proposal.
   b) Expenses. The Contractor shall not be reimbursed for expenses (including travel) in fulfilling obligations under this Agreement.
   c) Billings. The Contractor shall submit billings upon completion of Services performed with such supporting documentation as ISBE may request, and including a listing of the days and hours of Services completed. Billings shall be submitted to ISBE's contact person at the address listed in Paragraph 24(a). Annually the Contractor must submit a claim by July 15 which shall be in lieu of any other claim Contractor might submit during July. Said claim shall be for all Services performed or costs incurred during June of that year or Services performed prior to June of that year and not previously claimed, and any sums owing to Contractor for Services performed or costs incurred during the preceding fiscal year or in prior fiscal years not claimed by Contractor in its July claim shall not thereafter be claimable. If ISBE, in good faith, deems any deliverable or any Services required of the Contractor to not meet the requirements of this Agreement, it may withhold payment billed by the Contractor until such insufficiency is corrected to ISBE's satisfaction.
   d) Total Compensation. The Contractor agrees that the amounts set forth in this Paragraph 3
represent the total amount of compensation to which the Contractor is entitled for the Services and any of the Contractor's other undertakings in this Agreement.
e) Final Payment. Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the Agreement. Funds may be expended only for activities occurring during the Term.

For services rendered, the contractor will be paid a rate based on the word count of the document as it appears in English (see Cost Proposal document in Exhibit S). The contractor will not be reimbursed for any expenses incurred as part of providing the translation services, including, but not limited to, costs for telephones or other communications devices, postage, copying, travel, transportation, lodging, food, or per diem. Additionally, the contractor will not be paid for the preparation of a price quote for specific translation services.

4. Subcontractor.
a) Designation of Subcontractors. If during the term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in Exhibit C, the Contractor will obtain ISBE's prior written approval and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:
   - name(s) and address(es) of subcontractor(s);
   - need and purpose for subcontracting;
   - measurable and time-specific services to be provided;
   - associated costs, i.e., amounts to be paid under subcontracts;
   - Federal Employer Tax Identification Number for each subcontractor.

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

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

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

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

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

6. Confidential Information.

a) Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party
nor any recipient may alter or remove from any software or associated documentation owned or
provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each
Party shall use at least the same degree of care in safeguarding the other Party's Confidential
Information as it uses in safeguarding its own confidential information.

c) Student Records. The Contractor will comply with the relevant requirements of the Family
Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student
Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student “education
records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of
information contained in student education records to be released must be approved by ISBE.
To protect the confidentiality of student education records, the Contractor will limit access to
student education records to those employees who reasonably need access to them in order to
perform their responsibilities under this Agreement. Any student records disclosed shall not be
archived, stored or retained in any manner and shall not be retained for any period longer than
the Term of this Agreement.

d) Confidential Documents. Confidential Documents or student records received pursuant to
this Agreement (or via orders placed per this Agreement) shall be disposed of after the purpose
of the Agreement is served. Disposal means the return of the information to ISBE or destruction
of the information, as directed by ISBE. The documents disclosed shall not be archived or sent
to a records center and shall not be retained with personal identifiers for any period longer than
the term of the Agreement. Contractor certifies that all personnel having access to Confidential
Documents or student records under this Agreement or pursuant to orders placed under this
Agreement have been instructed regarding the confidentiality requirements and sanctions
specified for unauthorized disclosure and agrees to fully and promptly report any infraction of
the confidentiality provisions to ISBE.

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

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

8. Default and Termination.

a) Termination for Convenience: ISBE may terminate this Agreement upon 10 days written
notice to the Contractor. Such notice shall be sent to the address set forth for notice by over-
night delivery or certified mail, return receipt requested. In the event of such notice of
termination from ISBE to the Contractor, the Contractor shall have the right to perform all
Services scheduled to be performed during the period covered by such notice and to be fully
and fairly compensated therefore. ISBE shall have the right to receive so much of the work
product as has been created by the Contractor through the effective date of the notice of
termination, and may, at its election, procure such work as may be necessary to complete the
Services from other contractors.

b) Contractor Default: The occurrence of any one or more of the following matters
constitutes a default by the Contractor under this Agreement (a "Contractor Default"):  
1. The Contractor becomes insolvent or generally fails to pay, or admits in writing its inability
or unwillingness to pay, its debts as they become due;
2. Contractor makes a general assignment for the benefits of its creditors;
3. The Contractor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor’s debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor’s property.

4. Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor’s debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor’s property.

5. The breach of any representation, certification or warranty made by the Contractor herein or Contractor’s failure to comply with any other provision of this Agreement; or,

6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISSE’s prior written consent.

b) Upon the occurrence of a Contractor Default ISSE may, without prejudice to any other right or remedy ISSE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor’s right to perform Services under this Agreement. In either such case, ISSE may finish the Services by whatever method ISSE may deem expedient. Any damages incurred by ISSE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to ISSE by the Contractor upon demand.

If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISSE liquidated damages of $728.33 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by the Contractor and while still under review by ISSE. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISSE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISSE may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent ISSE from claiming damages for subsequent failures to meet the time schedule.

9. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISSE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General’s Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.
10. Insurance. The Contractor shall maintain insurance policies in sufficient amounts to protect ISBE from liability for acts of the Contractor and risks and indemnities assumed by the Contractor. Such policies shall include, without limitation, the following:

a) A broad form Commercial General Liability Insurance policy, including a waiver of subrogation endorsement in favor of ISBE, and endorsements adding, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability (with employee and contractual exclusions deleted), Broad Form Property Damage Liability, Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of ISBE, Completed Operations and Products Liability for a period of not less than three (3) years following the date of final payment hereunder, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $1,000,000 for Completed Operations and Products Liability.

b) A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than $500,000 for each occurrence of bodily injury and/or property damage.

c) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) $500,000 for bodily injury by accident, each accident, (ii) $500,000 for bodily injury by disease, each employee, and (iii) $500,000 aggregate liability for disease.

d) A Professional Liability Insurance Policy including, without limitation, a waiver of subrogation endorsement in favor of ISBE. The Professional Liability Insurance Policy must be written with a limit of liability of not less than $1,000,000 for each claim, and not less than $1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Contractor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis, and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all Services.

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

11. Key Persons. The Parties agree that availability of and performance of Services by Jill Bishop, Meredith Veto and Luciana Tiberio, when assigned to perform such Services, is key to the satisfactory performance of this Agreement by the Contractor. The Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the ISBE project manager except as follows:

a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE: (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the
Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.

b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISSE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor’s performance of this Agreement.

12. Non-availability of Funding. Obligations of ISSE will cease immediately without penalty of further payment being required if in any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISSE for payments in accordance with this Agreement.

13. Record-keeping. The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services, and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISSE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records.

14. Compliance with Laws. The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, “Laws”) which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISSE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISSE.

15. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

16. No Waiver. No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such
term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

17. Assignment. The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.

18. Stevens Amendment. Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of 94 percent 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.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the US Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

20. Website Incorporation. ISBE expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless ISBE has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of ISBE.

21. Solicitation and Employment. Vendor shall not employ any person employed by the Illinois State Board of Education during the term of this contract to perform any work under this Contract. Contractor shall give notice immediately to the Agency's applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this contract.

22. Background Check: The State may conduct or may require Contractor to conduct criminal and driver history background checks of Contractor's officers, employees or agents. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.

23. Anti-Trust Assignment: If Contractor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

   a) Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by mailed or delivered to the following addresses:

   Illinois State Board of Education
   Attn: Sherri Sullivan
   State Purchasing Officer
   100 North First Street
   Springfield, IL 62777

   Workforce Language Services, LLC
   Dr. Jill K. Bishop, President

   [Redacted]
b) **Amendment.** This Agreement may only be amended in writing signed by both Parties.

c) **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the Agreement is to include items and services necessary for the proper execution and completion of the Services by the Contractor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Agreement, whether or not such items and services are specifically mentioned herein.

d) **Construction/Order of Documents.** The Parties agree that in determining their rights and obligations to each other, the following order of precedence shall govern in the event of any conflict or inconsistency among the documents constituting this Agreement:
   
i. This Agreement, excluding the Exhibits;
   
ii. Exhibit A and B
   
iii. Exhibit C
   
iv. Exhibit D

e) **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

f) **Time is of the Essence.** Time is of the essence of this Agreement.

g) **Authority to Execute.** Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

h) **Certifications and Assurances.** The Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this Agreement the same as though they were incorporated and included herein. The Contractor represents and warrants that all of the certifications and assurances set forth on Exhibit D attached hereto are and shall remain true and correct.

i) **Exhibits.** The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

   EXHIBIT A - SCOPE OF SERVICES
   EXHIBIT B - COST PROPOSAL
   EXHIBIT C - SUBCONTRACTORS
   EXHIBIT D - STANDARD CERTIFICATIONS
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year last written below.

Illinois State Board of Education

State Superintendent of Education or Designee

CHRISTOPHER A. KOCH by ROBERT WOLFE
D.A., FISCAL & PROCUREMENT SERVICES

Fiscal

Legal

Date

Date

Workforce Language Services, LLC

Dr. Jill K. Bishop
President

Date

8/31/09
Exhibit A
Scope of the Services

Exhibit A consists of the following:

- ISBE's Request for Sealed Proposals (as modified): Translation Services; and
- Contractor's Proposal, including Work Plan.

Contractor agrees that, notwithstanding its Proposal, Contractor must fulfill the requirements of ISBE's RFSP as set forth herein.

Background and Scope of the Work

The Illinois State Board of Education (ISBE) provides bilingual education services to more than 186,000 students and their families with native language backgrounds that include approximately 139 languages. In 2006-2007, the top 10 languages spoken by these students were Spanish, Polish, Arabic, Urdu, Korean, Tagalog, Cantonese, Gujarati, Vietnamese, and Russian, with Spanish being spoken by more than 81 percent of students. Additionally, Illinois families speak Albanian, Amharic, Bengali, Bosnian, Bulgarian, Cambodian, Chinese, Farsi, French, German, Greek, Haitian-Creole, Hindi, Italian, Japanese, Lao, Lithuanian, Malayalam, Philippine, Portuguese, Punjabi, Romanian, Russian, Serbian, Somali, Tamil, Telugu, Thai, Turkish, Ukrainian, Vietnamese and Yoruba, among others. For further information on student demographics, please go to www.isbe.net/research/htmls/bilinQual.htm and click on "Reports."

From time to time, ISBE must provide educational and other written materials, such as Requests for Proposals, to its constituencies in a language other than English. These documents can be of a technical, legal or financial nature and may include guidance documents, instructions (including those for state assessments), letters, reports, application packages or information to be posted on the agency's website. The requests for translation services may be generated by any of the agency's divisions (see http://www.isbe.net/divlinks.htm for a listing and description) and address educational programs, assessment services, or funding.

The purpose of the RFSP was to enter into a contract with two entities to provide for translation services as the need arises. During the contract period, the primary contractor selected under this RFSP will be notified in writing by ISBE's Fiscal and Procurement Division of the opportunity to provide specific services. Each Request for Services will specify the services needed, the timeframe for submission of a quote for consideration by ISBE and for completion of the services required, and the approximate length of the document for payment purposes.

Generally, a contractor will have two business days in which to provide a quote to ISBE. Once a quote is accepted by ISBE, the contractor will have seven business days to complete the translation, unless the Request for Services states differently. (NOTE: A business day is defined as a weekday (Monday through Friday), not including state holidays, between the hours of 8:00 a.m. and 5:00 p.m., Central Standard Time).

If the primary contractor declines the Request for Services, does not return the quote to ISBE within the designated timeframe or is unable to complete the translation services by the deadline for completion, then ISBE will request a quote from the secondary contractor using the process described above.
It is expected that each contractor will have adequate quality control procedures in place to guarantee the accuracy of the translated materials, which must include reviewing and editing the document for meaning, correct grammar and spelling, and proper syntax after the translation has been completed but before submission to ISBE. Any graphics associated with material to be translated are to express the concept accurately and in a manner that is culturally appropriate.

The contractor will not be reimbursed for any additional work necessary due to revisions resulting from errors of the contractor. Additionally, the contents of any materials provided for translation are to be considered confidential and not shared with anyone other than those responsible for providing the required services.

Each Request for Services will stipulate the format in which the contractor will return the translated documents (e.g., in hardcopy, via software). In most cases, the contractor also will be required to provide the translated document in a PDF version. All translated materials shall contain the following disclaimer: "This document was originally written in English and, therefore, shall be governed by the original English version."

Staffing Specifications. Each translator must have a minimum of two years experience as a translator in the specific language for which he or she will be used. Each translator must possess strong written language skills both in English and his or her additional language(s). Bidders with translators who possess degrees from institutions of higher education specific to technical translation, foreign language, linguistics or related field; have successfully completed continuing education units in translation services; and/or have certifications from professional translation associations are preferred. Knowledge of or experience working in elementary or secondary education is desirable. A bidder selected under this RFSP must provide evidence in the bid of meeting at least the minimum requirement and should expect to verify a translator’s qualifications at any time if requested to do so by ISBE during the contract period.

Contractor's Proposal

PROPOSAL ABSTRACT
In this proposal, Workforce Language Services intends to demonstrate that it has the translation experience and knowledge necessary to perform translations of documents, instructions, letters, reports, application packages, website text, request for proposals, and other materials of a technical, legal or financial nature that may be used for educational programs, assessment services, or funding purposes. Therefore, Workforce Language Services intends to demonstrate that it is qualified and capable of providing for the Illinois State Board of Education’s translation needs.

Workforce Language Service’s track record in providing high-quality work and professional client service is demonstrated through the many clients served and contracts successfully completed served over the years. Accurate, professional work is assured by a stringent quality control procedure, which will be explained in further detail in this proposal.

This proposal will also demonstrate Workforce Language Service’s understanding and acknowledgement of the terms, conditions and services of the Illinois State Board of Education’s RFSP for Translation services.
WORKFORCE LANGUAGE SERVICES QUALIFICATIONS

Organizational Description

Workforce Language Services is a Female Business Enterprise that participates in the Small Business Set-Aside Program. The company is dedicated to bridging language and culture in the workplace and beyond, thereby improving communication, increasing respect across cultures, and strengthening our communities. Workforce Language Services provides translation services for local, national and global audiences.

Our translators and interpreters are all qualified professionals with a commitment to accuracy. We guarantee satisfaction for each project and assignment and offer competitive rates no matter what the time frame.

Founder and President Dr. Jill K. Bishop is the Contact Person for contracts such as the one offered by the Illinois State Board of Education. Dr. Bishop is a Linguistic Anthropologist who has taught English and Spanish around the world and has researched, lectured and published extensively on the subject of language and culture. She brings almost twenty years of language experience, both in the academic and applied realm, to her company and her clients. She is a former Illinois high school Spanish teacher (Maine Township) and elementary school substitute teacher, in addition to having taught at Oakton Community College, Triton College, Harper College, Robert Morris College and UCLA.

Quality Control Procedures

Workforce Language Services guarantees all translations for accuracy and will not embellish on the translation. Workforce Language Services will proofread, review and edit translated documents for meaning, correct grammar and spelling, and proper syntax after the translation has been completed before it is submitted to the Illinois State Board of Education. Any graphics associated with material to be translated will express the concept accurately and in a manner that is culturally appropriate.

Any changes that must be made and additional work necessary due to revisions resulting from errors in translation will be made at no charge to the Illinois State Board of Education.

In the event that a translation is found to be unacceptable by the Illinois State Board of Education, Workforce Language Services will consult with the client contact who is not satisfied with the translation to determine the problem that must be resolved. Should any translated materials contain errors, Workforce Language Services may reassign the text to another translator-editor team, who will perform a new translation of the source text within a shorter turn-around time. Workforce Language Services may also provide a discount for translation services that have been found unacceptable.

Contents of all materials provided for translation will be considered confidential and not shared with anyone other than the translator, editor and project manager at Workforce Language Services responsible for providing the required services.
WORK PLAN

Languages and Translations: Overview

Workforce Language Services specializes in Spanish translation, but over 50% of translation services focus on other world languages currently spoken by residents of the US. Our expertise includes translating into and from English and the following languages: Spanish, Polish, Arabic, Urdu, Korean, Tagalog, Cantonese, Gujarati, Vietnamese, Russian, Albanian, Amharic, Bengali, Bosnian, Bulgarian, Cambodian, Chinese, Farsi, French, German, Greek, Haitian-Creole, Hindi, Italian, Japanese, Lao, Lithuanian, Malayalam, Portuguese, Punjabi, Romanian, Russian, Serbian, Somali, Tamil, Telugu, Thai, Turkish, Ukrainian, Vietnamese and Yoruba.

Workforce Language Services can receive source language documents by facsimile, e-mail or U.S. postal service. All electronic file formats, including but not limited to MS Office Suite, InDesign and Quark, are acceptable. Workforce Language Services will provide translated documents in the format requested in the Request for Services, and all translated materials will contain the disclaimer: "This document was originally written in English and, therefore, shall be governed by the original English version."

Translators

Workforce Language Services has built strong, collaborative relationships with translators who work as independent contractors. While additional translators can be recruited if necessary, the company consistently has the following number of translators available in the languages listed below:

- Spanish: 12
- Polish: 6
- Vietnamese: 4
- Urdu: 4
- Arabic: 4
- Tagalog: 4
- Cantonese: 4
- Gujarati: 4
- Korean: 4
- Russian: 6
- Workforce Language Services only works with highly qualified translators. Before collaborating with a translator, WLS reviews each candidate's qualifications and experience to determine if they possess the skills needed to deliver accurate, professional translations within the designated time frame. The following qualifications are used by WLS to determine a translator's suitability:
  - At least 5 years of experience in the profession (most WLS translators have significantly more than 5 years of experience);
  - University-level degree(s) in the language and/or field of specialization;
  - American Translators Association (or comparable) certification;
  - Exceptional professional references;
  - Successful completion of an internal translation test.

WLS requires that translators perform a written test in order to determine their ability to deliver accurate, professional translations in a specific subject area. This test allows Workforce Language Services to assess the strong written language skills both in English and the translator's additional language(s). Translators are matched to projects based on language, region and industry expertise. Translations requested by the Illinois State Board of Education will be assigned to translators experienced in educational document translation.
The following translator profiles demonstrate the experience and qualifications of translators who work with Workforce Language Services:

<table>
<thead>
<tr>
<th>NAME</th>
<th>YEARS OF EXPERIENCE</th>
<th>NATURE OF WORK PERFORMED</th>
<th>DEGREES/ CREDENTIALS</th>
<th>OTHER QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca L.</td>
<td>9</td>
<td>Expertise in Education/Pedagogy, Human Resources, Healthcare, IT, Architecture. Translated ISBE testing materials for students grade 3-8; Chicago Public Library &quot;One Book, One Chicago&quot; guide, CPL website; DCFS and various City of Chicago publications.</td>
<td>Bachelor's Degree in Architectural Design/Civil Engineering and Construction, Instituto Tecnológico y de Estudios Superiores de Monterrey, Tampico, México. Master's Degree, International Business and Marketing. ATA membership.</td>
<td>Head Professor of Translation Studies: Design, planning and implementation of the Translation Studies program for the bachelor's degree in English at the Unidad Académica de Ciencias Jurídicas y Sociales.</td>
</tr>
<tr>
<td>Name</td>
<td>Age</td>
<td>Expertise</td>
<td>University/Translation</td>
<td>Additional Information</td>
</tr>
<tr>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Maria Josefina R.</td>
<td>16</td>
<td>Expertise in Law, Education, Medical. Translated manuals for primary school, newsletters and school report cards.</td>
<td>Public Translator of English, Faculty of Languages of the National University of Cordoba. Teacher in Economics. CTPPPC member.</td>
<td>Localization expert.</td>
</tr>
<tr>
<td>Name</td>
<td>Age</td>
<td>Expertise</td>
<td>Certifications/Experiences</td>
<td>Status/Role</td>
</tr>
<tr>
<td>-----------</td>
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<td>-----------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Esperanza G.</td>
<td>7</td>
<td>Expertise in Linguistics, Education/Pedagogy, Business, Marketing. Transcription and translation for university research program.</td>
<td>Linguistics Degree, Universidad Autónoma Metropolitana, México. D. F. Teacher’s Course (Diploma), Instituto Superior de Intérpretes y Traductores, México. D. F. Executive Secretary (Diploma), Escuela Superior Lafoel / México, D. F.</td>
<td>English teacher at private school. Participated in Education Translation seminars: “How can we motivate and involve adolescents more effectively?”; “Teaching adults and young adults”.</td>
</tr>
<tr>
<td>Sławomira K.</td>
<td>6</td>
<td>Expertise in Education, Business, Marketing, Human Resources. Translated ISBE testing materials for grades 3-8 in Math, Science and Reading. Translated Chicago Public Library website; other publications for City of Chicago agencies.</td>
<td>School of Translation, Interpreting and Languages Adam Mickiewicz University, Pozna, Poland. M.A. in Russian and English Language Studies Faculty of Modern Languages Adam Mickiewicz University, Pozna, Poland.</td>
<td>Translation theory instructor.</td>
</tr>
<tr>
<td>Izolda W.</td>
<td>10</td>
<td>Expertise in Education/Pedagogy, Law, Literature, History, Art, Finance. Translated educational certificates, transcripts, school profiles, teaching techniques, syllabi, CVs. Literary translations of prose, poetry, critical essays, literary interpretation.</td>
<td>University of Nicholas Copernicus in Toruń, Poland, MA in Polish Philology (linguistics and literature), LaSalle University, Philadelphia PA, MA in Central Eastern European Studies. ATA member; registered with Pennsylvania Supreme Courts.</td>
<td>Edited translation of films, TV programs, children programs.</td>
</tr>
<tr>
<td>Name</td>
<td>Years</td>
<td>Expertise</td>
<td>Language Experience</td>
<td>Other Details</td>
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</tr>
<tr>
<td>Magdalena S.</td>
<td>10</td>
<td>Expertise in Education, Law, Certificates, Diplomas &amp; Licenses, Medical.</td>
<td>English to Polish (Chartered Institute of Linguists, verified); Polish to English</td>
<td>Published author.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Translated school handbooks, forms, parent-teacher correspondence.</td>
<td>(Chartered Institute of Linguists, verified); Polish to English (LCCIEB, London, UK).</td>
<td>IOL membership.</td>
</tr>
<tr>
<td>Magdalena K.</td>
<td>9</td>
<td>Expertise in Law (Contracts, court documents), Education, Industrial.</td>
<td>Over 20 years of interpretation and editing experience in addition to 9 years as</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Translated for the New York Department of Education.</td>
<td>professional translator.</td>
<td></td>
</tr>
<tr>
<td>Iren D.</td>
<td>8</td>
<td>Expertise in Social Sciences, Sociology, Ethics, Education, Psychology,</td>
<td>Kiev National Economic University, Department of International Economics, MA in</td>
<td>Language teacher.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Public Relations, Politics. Translated press releases and publications</td>
<td>International Economics, MA in International Economics and Management, Ukrainian</td>
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<tr>
<td></td>
<td></td>
<td>on children’s development; demographic surveys.</td>
<td>Institute of Linguistics and Management, Department of Linguistics, MA in</td>
<td></td>
</tr>
<tr>
<td>Vanda N.</td>
<td>7</td>
<td>Expertise in Education/Pedagogy, Economics, Linguistics, Marketing.</td>
<td>translating/interpreting. International University, Vienna, Austria; courses in</td>
<td>Teacher in Russia and Europe. Compiled and published a dictionary of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Translated educational articles, literature, school manuals, newspaper</td>
<td>Business Communications and Psychology.</td>
<td>scientific terms on biotechnology (Voronezh State Technological Academy).</td>
</tr>
<tr>
<td>Olga I.</td>
<td>6</td>
<td>Expertise in Medical, Computers, Engineering, Education, Translated</td>
<td>Diploma in Translation, English into Russian. The Chartered Institute of Linguists.</td>
<td>Associate Professor of Technology, Saint-Petersburg.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>university teaching materials.</td>
<td>PhD in Technical Means and Methods of Environmental Protection, Saint-Petersburg</td>
<td></td>
</tr>
<tr>
<td>Elena S.</td>
<td>17</td>
<td>Expertise in education &amp; pedagogy, Psychology, Linguistics, Foreign</td>
<td>Ural State Pedagogical University (Yekaterinburg, Russia). Honours Degree in Foreign</td>
<td>Subtitling/voice-over/dubbing, audio-, video-, film &amp; multimedia</td>
</tr>
<tr>
<td></td>
<td></td>
<td>language teaching methodology &amp; teaching aids (textbooks/audio-/multimedia).</td>
<td>Language Teaching, major in English, minor in German, with Modern Russian language</td>
<td>multilingual projects (Russian &amp; various languages).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Translated educational glossaries; e-learning materials</td>
<td>studies, Pedagogy &amp; Foreign Language Teaching Methodology &amp; Translation &amp;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interpreting studies.</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Age</td>
<td>Expertise</td>
<td>Translation/Translation</td>
<td>Language/Translation</td>
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<tr>
<td>Anna K.</td>
<td>5</td>
<td>Expertise in Construction, Education, Economics, Law, Linguistics. Translated ISBE testing materials for grade levels 3-8.</td>
<td>MA, Linguistics, the State University of Saint-Petersburg, Oriental Studies, the State University of Saint-Petersburg, General English Course Certificate “IH Riga-Satva”, Latvian language National Certificate.</td>
<td>Language teacher.</td>
</tr>
<tr>
<td>Kutubuddin K.</td>
<td>7</td>
<td>Expertise in Law, Literature, Education, Medical, Computers. Translated short survey (Home Language Survey) for ISBE, Chief translator for news distribution service in India. Translated Medical education/Psychology materials; publications for school in England.</td>
<td>Pursuing Ph.D. in Arabic Language &amp; Literature from Jamia Millia Islamia university, New Delhi, India. M.A. (Arabic) from University of Delhi, Delhi, India. B.A. with Arabic and Urdu languages from Jamia Millia Islamia (JMI) university, New Delhi, India.</td>
<td>Translated two books.</td>
</tr>
<tr>
<td>Abdul C.</td>
<td>10</td>
<td>Expertise in History, Diplomas, Medical, Chemistry, Education/Pedagogy. Translated for community history project; publications for international health.</td>
<td>Spanish to Urdu (PNAT, Pakistan). Spanish to Urdu (TIAP). English to Urdu, National University of Modern Languages (NUML).</td>
<td>Worked with NATO Forces in Arja, Azad Kashmir. Worked as Lecturer with Spanish Department at NUML.</td>
</tr>
<tr>
<td>Chaman K.</td>
<td>21</td>
<td>Expertise in Science (Biology, Chemistry), Journalism, Education, IT. Freelance journalism and in areas of politics, society, culture, and environmental issues. Authored educational textbooks.</td>
<td>PG (Eng); B. Sc. (Eng., Chemistry, Botany, Zoology) PGJMC (Post Graduate Diploma in Journalism and Mass Communication).</td>
<td>Established school in Mattan, Anant Nag. Teacher, Administrator, Journalist. Urdu and Kashmiri native languages.</td>
</tr>
<tr>
<td>Name</td>
<td>Age</td>
<td>Experience and Education</td>
<td>Information</td>
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</tr>
<tr>
<td>Joy N.</td>
<td>5</td>
<td>Expertise in Advertising/Public Relations, Marketing, Medical, Education, Humanities and Psychology. Translated test instructions for ISBE, grade levels 3-8. Bachelor of Science (English to Tagalog, Tagalog to English), Business Administration. De La Salle University, Manila, Philippines. Italian to English, Galileo Galilei, Florence Italy.</td>
<td>Localization expert.</td>
<td></td>
</tr>
<tr>
<td>Unica R.</td>
<td>6</td>
<td>Expertise in Education, Business and Commerce, Human Resources, Tourism and Travel, Medical. Translated school surveys, newsletters, transcripts. Degree in English to Tagalog (University of the Philippines). Tagalog to English (University of the Philippines).</td>
<td>Elementary school teacher.</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Experience</td>
<td>Language Skills</td>
<td>Profession</td>
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</tr>
<tr>
<td>Vivian H.</td>
<td>Expertise in Education/Pedagogy, Journalism, Human Resources, Electronics and Engineering. Translations for Vanderbilt University. Correspondence for the American Chamber of Commerce, Shanghai.</td>
<td>Cornell University, Masters in Electrical and Computer Engineering. The University of Birmingham, UK. Electronic and Electrical Engineering with 1st class. Fudan University. Bachelor of Biomedical Engineering. ATA member: Chinese to English, English to Chinese.</td>
<td>Language teacher.</td>
<td></td>
</tr>
<tr>
<td>Umang D.</td>
<td>Expertise in Education (University level), Biology, Chemistry, Medical, Government and Politics. Translated university research publications.</td>
<td>Degree in Medical Microbiology, University of Mumbai.</td>
<td>Secondary and university teacher.</td>
<td></td>
</tr>
<tr>
<td>Roomy N.</td>
<td>Expertise in Linguistics, Education/Pedagogy, Poetry, Art, Social Sciences, Medical, Culinary. Translated publications related to special education, learning disabilities, city council charters, child abuse, legal documents for school systems.</td>
<td>Masters in Philosophy of English Literature, Jamia Millia Islamia, New Delhi, India. Member of: ATA; Modern Language Association of America; Gujarati Sahitya Parishad [Gujarati Literary Academy]; Indian Association of Commonwealth Literature and Language Studies; TESOL, NCTA; AATIA.</td>
<td>Professor of Translation in New Delhi.</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Years</td>
<td>Expertise</td>
<td>Institution/Position</td>
<td>Language/Field</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td>Doyeon L.</td>
<td>8</td>
<td>Expertise in Medicine, Education, Research, Law and Cinema. Translated ISBE testing materials for grade levels 3-8.</td>
<td>HanKook University of Foreign Studies, Philosophy. EF International School for English at Northeastern University in Boston, English as a Foreign Language. Cyber University of Foreign Studies, Translation.</td>
<td>Taught English as a Second Language to student in Elementary and Middle School.</td>
</tr>
<tr>
<td>Yeonsoon J.</td>
<td>10</td>
<td>Expertise in Computers, Medicine, Education, Public Relations, Media and Journalism. Translated newspaper articles and survey reports; medical research reports.</td>
<td>Korea University, Seoul Korea, Bachelor of Arts, Chinese Language and Literature (1978); St.Lawrence College, Kingston ON, Canada. Diploma in Computer Programmer Analyst.</td>
<td>Localization expert.</td>
</tr>
<tr>
<td>Linh T.</td>
<td>6</td>
<td>Expertise in Social Science, Education, Sociology, Marketing and Medicine. Translated testing materials for ISBE, grade level 3-8. Regularly translates DCFS case reports; other City of Chicago agencies.</td>
<td>English to Vietnamese (Hanoi University of Foreign Studies, verified). Vietnamese to English (Hanoi University of Foreign Studies, verified). National Economics University, certificate in Accounting; PT Center of Information Technology, certificate in IT applications.</td>
<td>Other work: Academic reports on expatriate Vietnamese (University of Tokushima, Japan). Curriculum introduction (Wisconsin ESL Institute). Grade reports, school policies, scheduling, information for parents (various U.S public schools).</td>
</tr>
<tr>
<td>Nguyen C.</td>
<td>6</td>
<td>Expertise in Education/ Pedagogy, Social Sciences, Diplomas, Licenses. Translated annual reports, progress reports and e-learning courses.</td>
<td>BA, Hanoi University, Translation studies.</td>
<td>Translated biographies of Andrew Carnegie and Henry Ford.</td>
</tr>
<tr>
<td>Name</td>
<td>Level</td>
<td>Expertise/Qualifications</td>
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</tr>
<tr>
<td>Hani H</td>
<td>8</td>
<td>Expertise in Journalism, Law, IT, Machinery. Translated English Language courses for overseas students such as StudyUSA, profile of University of Aberdeen. News translator from English to Arabic for online US portal focused on ME (Iraq, Iran, etc): translated daily news, features, human rights and commentaries. BA in English arts and education, Al-Azhar University. Course of &quot;Certified International Legal Translator,&quot; School of Law, Helwan University. Professional journalist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Myriam D</td>
<td>5</td>
<td>Expertise in Education/Pedagogy, Religion, Government and Politics, Social Sciences, International Development. Translated ISBE testing instructions for grades 3-8. Institut d'études politiques, Masters in Comparative Politics in Arab and Muslim societies; Degree in Political Sciences, Université de Provence, Degree in Modern Arabic; Master's degree in Applied Foreign Languages. Language teacher.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit B
Cost Proposal

The first chart lists the 10 languages that ISBE typically uses when translating documents. The second chart is other languages for which translation services may be needed. The price per word is based on the English word count.

<table>
<thead>
<tr>
<th>Language</th>
<th>Weight applied when evaluating price</th>
<th>Standard per word rate = .90 Weight</th>
<th>Emergency word rate = .10 Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spanish</td>
<td>.95 Weight</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>Polish</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>Russian</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Urdu</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Tagalog</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Cantonese</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Gujarati</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Korean</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
<tr>
<td>Arabic</td>
<td>$0.12</td>
<td>$0.12</td>
<td>$0.12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Language</th>
<th>Weight when evaluating price</th>
<th>Standard per word rate = .90 Weight</th>
<th>Emergency word rate = .10 Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other*</td>
<td>.05 Weight</td>
<td>$0.40</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

*Other Languages may include, but are not limited to, Albanian, Amharic, Bengali, Bosnian, Bulgarian, Cambodian, Chinese, Farsi, French, German, Greek, Haitian-Creole, Hindi, Italian, Japanese, Lao, Lithuanian, Malayalam, Filipino, Portuguese, Punjabi, Romanian, Russian, Serbian, Somali, Tamil, Telugu, Thai, Turkish, Ukrainian, Vietnamese and Yoruba.
Exhibit C
Subcontractors

Full name: Slawomira Kaczmarek
Address: [redacted]
Estimated wages: $12,000

Full name: Gabriela Romano Muñoz Cano
Address: [redacted]
Estimated wages: $12,000

Full name: Anna Sylvia Villegas Carvallo
Address: [redacted]
Estimated wages: $12,000

Full name: Kurshuk Kiryl Mikhailavich
Address: [redacted]
Estimated wages: $12,000

Full name: Le Tien Anh
Address: [redacted]
Estimated wages: $12,000

Full name: Li Yun Feng
Address: [redacted]
Estimated wages: $12,000

Full name: Trinh Phuong Linh
Address: [redacted]
Estimated wages: $12,000

Full name: Ermani Joy Navarro
Address: [redacted]
Estimated wages: $12,000

Full Name: Sung S. Shin
Address: [redacted]
Estimated wages: $12,000

Full name: Myriam Claudette Denée Elmeski
Address: [redacted]
Estimated wages: $12,000
Standard Certification

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. Legal Ability to Contract

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

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

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

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

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

e) 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).

f) Contractor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715).

g) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this contract.

h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).
i) Contractor has not been convicted of a felony, at least five years have passed after the
date of completion of the sentence for such felony, unless no person held responsible by
a prosecutor's office for the facts upon which the conviction was based continues to
have any involvement with the business (30 ILCS 500/50-10).

j) If contractor, or any officer, director, partner, or other managerial agent of Contractor,
has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or
Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed
since the date of the conviction. Contractor further certifies that it is not barred from
being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the
contracting State agency shall declare the contract void if this certification is false. (30
ILCS 500/50-10.5).

k) Contractor, its affiliates, and all relevant subcontractors are not delinquent in the
payment of any debt to the State (or if delinquent has entered into a deferred payment
plan to pay the debt), and Contractor its affiliates, and all relevant subcontractors
acknowledge the Illinois State Board of Education may declare the contract void if this
certification is false (30 ILCS 500/50-11) or if Contractor, its affiliates, and all relevant
subcontractors later becomes delinquent and have not entered into a deferred payment
plan to pay off the debt (30 ILCS 500/50-60).

l) Contractor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible
personal property into the State of Illinois in accordance with provisions of the Illinois
Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in
the contract being declared void.

m) Contractor certifies in accordance with Public Act 93-0575 (30 ILCS 500/50-14) that it is
not barred from being awarded a contract under this Section. The contractor
acknowledges that the contracting agency may declare the contract void if this
certification is false. This public act prohibits the bidding on or entering into contracts
with a State Agency by a person or business found by a court or the Pollution Control
Board to have committed a willful or knowing violation of Section 42 of the
Environmental Protection Act for a period of five years.

n) Contractor has not paid any money or valuable thing to induce any person to refrain from
bidding on a State Contract, nor has Contractor accepted any money or other valuable
thing, or acted upon the promise of same, for not bidding on a state Contract (30 ILCS
500/50-25).

o) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement
Code (30 ILCS 500/50-30).

p) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer
any suspected collusion or other anticompetitive practice among any bidders, offerors,
Bidders, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

q) Contractor complies with the Illinois Department of Human Rights Act and rules
applicable to public contracts, including equal employment opportunity, refraining from
unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-
105).

r) Contractor does not pay dues to, or reimburse or subsidize payments by its employees
for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
s) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

t) The contractor certifies in accordance with (30 ILCS 584) that no foreign-made equipment, materials or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of twelve (12).

u) Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30-ILCS 500/50-14.5) that states: “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”

v) Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et al).

w) Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007).

x) Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

y) All information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Information Technology Accessibility Act (30 ILCS 587) and the standards required under Section 15 of the Act.

2. Equal Employment Opportunity (required by 44 Ill. Adm. Code 750.10)

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

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

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

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

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

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

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

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

3. State Board of Elections

Section 20-160 (b) of the Illinois Procurement Bulletin (30 ILCS 500) states "Every bid
submitted to and every contract executed by the State on or after the effective date of this
amendatory Act of the 95th General Assembly shall contain (1) a certification by the bidder or
contractor that either (i) the bidder or contractor is not required to register as a business entity
with the State Board of Elections pursuant to this Section or (ii) the bidder or contractor has
registered as a business entity with the State Board of Elections and acknowledges a continuing
duty to update the registration and (2) a statement that the contract is voidable under Section
50-60 for the bidder's or contractor's failure to comply with this Section." ..... This Act was
effective 01-01-2009.
Please check the appropriate box below:

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

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

Signature of Contractor ________________________________

Name of Contractor _______________________________________________________________________________________

Title __________________________________________________________________________________________________

Date ______________________________________________________________________________________________
Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13) necessitates identification of any person who may be subject to the conflict of interest prohibition shown below. If any such person is identified, 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.

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

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois ($106,447.20), or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 7/8% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor ($354,824, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(1) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
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.

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.

Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Healthcare and Family Services, the Department of Public Health, or the Department of Aging.

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:

- [x] 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.

Part II – Disclosure of Financial Interest in the Vendor

Ownership Disclosure (30 ILCS 500/50-35)
List the name, address, dollar or proportionate share of ownership, and instrument of ownership or beneficial relationship of each person from your business having any ownership or distributive income share that is in excess of 5% or $106,447.20, whichever is less. (If your business is a publicly traded entity subject to federal 10K reporting, you may submit a copy of your 10K disclosure instead of completing this part of the disclosure.)

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Ownership Instrument</th>
<th>Dollar or Share of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jill K. Bishop</td>
<td></td>
<td>owner</td>
<td>100%</td>
</tr>
</tbody>
</table>

(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.)

____________________
(name of VENDOR)

Official authorized to sign on behalf of VENDOR:

Name (printed)  Jill K. Bishop  Title  Founder & President

Signature  [Redacted]  Date  8/26/09
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 proposal for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below and return with bid or proposal:

Name of Company (and DBA): Workforce Language Services

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

DHR Public Contracts Number: 120675-00
or, if number has not yet been issued, date completed proposal 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.

Proposal forms may be obtained by:

1. Telephone: 312-814-2431, DHR Public Contracts
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

Name of Company: Workforce Language Services

By: [Redacted]

Date: 8/26/09
NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report Form (FormPC-1) filed by the above-named employer in compliance with 44 Ill. Adm. Code 750.210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

The use of this Bidder Eligibility Number is restricted to the employer named above. The Department’s Public Contracts Unit must be notified in writing when any change is made in the employer’s name and/or address. Any significant change involving the employer’s form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in award denial.

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or public contractor to determine compliance with these requirements. Eligible bidders and public contractors found to have violated the Act and/or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer’s non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431.

PC-012 Reprint (Rev 09/1999)

100 West Randolph Street, James R. Thompson Center, Suite 10-100, Chicago, Illinois 60601, 312-814-6200, 312-263-1579 (TDD)
ILLINOIS STATE BOARD OF EDUCATION

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
Minority, Female, Person with Disability Status and Subcontracting

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

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

[Workforce Language Services]

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

If “Yes,” check each that applies:

Category:
- Minority ☒
- Female ☐
- Person with Disability ☐
- Disadvantaged ☐

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

Certifying Agency:
- Department of Central Management Services
- Women’s Business Development Center
- Chicago Minority Business Development Council
- Illinois Department of Transportation
- Other (please identify)

Category:
- Minority ☒
- Female ☐
- Person with Disability ☐
- Disadvantaged ☐

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

If “No,” will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? ☐ Yes ☒ No ☐

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

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

Request for Sealed Proposal (RFSP).dot
CERTIFICATION

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name
PR Award Number or Project Name

Jillie Bishop
Founder & President

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.

2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.

5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arinet.gov.

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

Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Signature]

[Date]
VENDOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
LEGAL STATUS DISCLOSURE CERTIFICATION AND CONTRACT ADDENDUM

NAME (As shown on your income tax return):
Jill Kushner Bishop

BUSINESS NAME (If different from above):
Workforce Language Services

Check appropriate box:
X Individual/ Sole Proprietor

Governmental

Estate or Trust

Tax Exempt

Other

Business Type (Other)

Limited Liability (Disregarded entity), Corporation, Partnership

CITY

STATE

ZIP CODE

Social Security Number/Employer ID No.

Part I - Taxpayer Identification Number (TIN), enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN).

I certify that:

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

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

3. I am a U.S. citizen or other U.S. person.

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

a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.),

b) VENDOR is not in default on an education loan (5 ILCS 385) or in violation of the "revolving door" section of the Illinois procurement code (30 ILCS 50000-30),

c) VENDOR has informed the director of the agency in writing if it has been convicted of a felony, or has entered an agreement with the Auditor General that is not payable from the "contractual services" or other appropriation line items.

d) VENDOR has not been convicted of a felony, at least five years have passed since the date of completion of the sentence for such felony, unless no person had responsibility for a prosecutor's office at the time of conviction. If a conviction by a prosecuting attorney after a conviction has been filed, or if a conviction by the Auditor General has been filed, the conviction must have been entered in the "contractual services" or other appropriation line items.

e) If VENDOR has been convicted of a felony, at least five years have passed since the date of completion of the sentence for such felony, unless a person had responsibility for a prosecutor's office at the time of conviction. If a conviction has been filed, or if a conviction has been entered in the "contractual services" or other appropriation line items.

f) If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Searles-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction, VENDOR further certifies that it is not barred from being awarded a contract under Section 50-05.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 50-05.10-5.5)

g) VENDOR and its affiliates are delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting State agency may declare the contract void if this certification is false (30 ILCS 50-05.10-11). If VENDOR or an affiliate later becomes delinquent, and has not entered into a deferred payment plan to pay the debt, the contract void is declared by the contracting State agency.

h) VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (30 ILCS 500-12) and acknowledge that failure to comply can result in the contract being declared void.

i) VENDOR certifies, in accordance with 30 ILCS 500-05-12, that it is not barred from being awarded a contract under this Section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

j) VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or offered upon the promises of same, for not bidding on a State contract (30 ILCS 500-05-23).

k) VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspicion of collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State (30 ILCS 500-05-46, 50-45, 50-50).

VENDOR states it has entered into a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500-02-165). Further, the contractor certifies that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500-60).

VENDOR states that:

- They are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500-02-165), and acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500-60).

- They have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500-02-165).

- They are subject to the Illinois Procurement Act, Section 50-05-160 (EO No.1 2007), and the standards required under Section 15 of the act.

- VENDOR certifies that it is not in violation of (30 ILCS 500-05-14-15) which states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 4-45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."

- VENDOR warrants and certifies that it and, to the best of its knowledge, its subcontractors have not and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontracts from hiring the time-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000.00. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No.1 (2007)).

- VENDOR certifies that:
  - They are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500-02-165), and acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500-60).
  - They have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500-02-165). Further, the contractor certifies that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500-02-165).

TEN PHONE NUMBER (Include Area Code): 812-409-8189

Jill Kushner Bishop

Signature

Funder & President

ILLINOIS STATE BOARD OF EDUCATION
Fiscal & Procurement Services
100 North First Street, W-380
Springfield, Illinois 62777-0001
Business Entity Registration

PLEASE TYPE OR PRINT IN BLACK INK

Full name and complete mailing address of Business Entity:
Workforce Language Services, LLC

E-MAIL ADDRESS: jill@workforcelang.com

CHECK HERE IF NAME OR ADDRESS CHANGE SEE 10 ILCS 5/9-35 FOR GUIDANCE.

NEW REGISTRATION ☑ AMENDED REGISTRATION

1. AFFILIATED ENTITY: [List all affiliated entities as defined in 30 ILCS 500/50-37(a) of the Illinois Procurement Code]

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*IF MORE SPACE FOR INFORMATION IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEETS.
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<tr>
<th>NAME OF BUSINESS ENTITY</th>
<th>FEDERAL TAX IDENTIFICATION NUMBER</th>
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<tbody>
<tr>
<td>Workforce Language Services, LLC</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

### AFFILIATED PERSON

**NAME:** Jill K. Bishop  
**IS THE AFFILIATE PERSON UNDER 18 YEARS OF AGE?** YES [ ] NO [X]  
**ADDRESS:** [Redacted]  
**CITY:** [Redacted]  
**STATE:** [Redacted]  
**ZIP CODE:** [Redacted]  
**NATURE OF AFFILIATION:** Business owner

**NAME:** Mark L. Bishop  
**IS THE AFFILIATE PERSON UNDER 18 YEARS OF AGE?** YES [ ] NO [X]  
**ADDRESS:** [Redacted]  
**CITY:** [Redacted]  
**STATE:** [Redacted]  
**ZIP CODE:** [Redacted]  
**NATURE OF AFFILIATION:** Spouse of owner

**NAME:** [Redacted]  
**IS THE AFFILIATE PERSON UNDER 18 YEARS OF AGE?** YES [ ] NO [X]  
**ADDRESS:** [Redacted]  
**CITY:** [Redacted]  
**STATE:** [Redacted]  
**ZIP CODE:** [Redacted]  
**NATURE OF AFFILIATION:** Son of owner

*If more space for information is required, please attach additional sheets.

**VERIFICATION OF ACCURACY**

I declare that this certificate of registration (including all affiliated businesses and affiliated persons) has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate of registration as required by Article 9.35 of the Election Code. I understand that a copy of this certificate will be provided to each affiliated entity and each affiliated person within 10 business days of registration. Violation of this requirement is subject to a fine not to exceed $1000. I understand any change in the information provided in this registration shall be reported to the Illinois State Board of Elections within 2 business days (10 business days for businesses with existing state contracts). Failure to do so is subject to a continuing penalty of $1000 per day.

Jill K. Bishop  
6/2/09

**PRINTED NAME AND SIGNATURE OF BUSINESS ENTITY AGENT**  

The Illinois State Board of Elections requires a certificate of registration if you qualify as a business entity, affiliate of a business entity, or an affiliated person of a business entity as outlined under Public Act 95-0971. Willful failure to file or willful filing of false or incomplete information is subject to a fine not to exceed $5000 per violation. This form is in compliance with the forms management program act. This form is authorized by Public Act 95-0971 and is required for business entities covered by the act. Failure to comply with the registration requirements of the act may result in any contract between the State and such business entity being voided, or any bid or proposal being rejected.

Business entities file this form at:  
State Board of Elections  
1020 S Spring St.  
Springfield, IL 62704-2924  
www.elections.il.gov

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