CONTRACTUAL AGREEMENT
Between
THE ILLINOIS STATE BOARD OF EDUCATION, ("ISBE")
And
Marucco, Stoddard, Ferenbach & Walsh, Inc. (MSF&W, Inc.) ("Contractor")

This Contractual Agreement (this "Agreement") is entered into by and between the Illinois State Board of Education ("ISBE") and MSF&W, Inc. (the "Contractor"), (collectively, the "Parties", and each, a "Party") under the authority of the Illinois Procurement Code, 30 ILCS 500 et seq.

In view of the mutual covenants herewith contained, the Parties hereby agree as follows:

1. Purpose and Statement of the Work.
   a) General Requirements. 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 the schedule of deliverables and timeline set forth in Exhibit A. 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. The Contractor shall not enter into any agreements or other obligations on behalf of ISBE without ISBE's prior written approval.
   b) Reporting. During the Term, the Contractor will provide weekly status reports to ISBE. The Contractor will also provide a listing of the Services completed as an accompaniment to all invoices sent to ISBE for payment together with such other supporting documentation as ISBE may reasonably request.

2. Term. This Agreement shall become effective upon May 14, 2013 or execution, whichever is later, and shall terminate on September 13, 2013 (the "Term"), subject to earlier termination as provided in the Agreement. ISBE, at its sole discretion, may renew the contract beyond the initial contract period for one nine-and-one-half month contract period (i.e., September 14, 2013 through June 30, 2014), or any portion thereof. Funding for any contract renewal will be contingent upon a sufficient appropriation for the program and satisfactory progress in the preceding contract year. The renewal shall be subject to the same terms and conditions as the original contract.

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 compensate the Contractor in accordance with paragraph 3(b). The maximum amount payable during the initial term of the Agreement shall not exceed $149,695 (including any out of pocket expenses) with $25,615 being paid for May 14, 2013 through June 30, 2013 and $124,080 being paid for July 1, 2013 through September 13, 2013. Contractor shall submit to ISBE a claim for payment as detailed on Exhibit B. If ISBE elects to renew the contract beyond the initial contract period, ISBE shall compensate the Contractor $100.00 per hour for Services provided by a SharePoint Architect between September 14, 2013 and June 30, 2014, for a maximum not to exceed
$50,000 (including any out of pocket expenses). The maximum amount payable under this Agreement, including any Agreement renewals, shall not exceed $199,695.

b) Billings. For the period from the effective date through and including the end date of the Agreement, Contractor shall submit invoices in accordance with Exhibit B (Payment Schedule) to the contact person and address listed in Paragraph 20(a). The invoice shall be accompanied by a listing of the Services completed, together with such other supporting documentation as ISBE may reasonably request. The Contractor shall maintain contemporaneous daily time records detailing hours or services performed by the Contractor's legal staff and paralegal personnel. Contractor must submit all claims for Services performed in any fiscal year by July 15 following such fiscal year and any sums owing to Contractor for Services performed or expenses incurred not so claimed by Contractor 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.

c) 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.

d) Post-Performance Review. Pursuant to 30 ILCS 500/35-20(c)(5), a post-performance contract review will be undertaken by the ISBE Procurement Officer, or designee, which shall include, but not be limited to, a review of billings and Contractor's performance in accordance with the agreement. Funds may be expended only for activities occurring during the Term.

4. Subcontractor.
a) Subcontractor. For purposes of this section, subcontractors are those individuals or entities specifically hired to provide to the Contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract. As of the effective date of this Agreement, the following subcontractor is expected to perform work pursuant to this Agreement and to be paid with funds provided for hereunder:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarity Partners, LLC</td>
<td>22 W Washington St Chicago, IL 60602</td>
<td>$29,939.00</td>
</tr>
</tbody>
</table>

b) Designation of Subcontractors. If during the Term of this Agreement, the Contractor wishes to retain subcontractors to be paid with funds provided by this Agreement not otherwise included in the agreement, the Contractor will obtain ISBE's prior written approval, comply with applicable laws, and execute a written amendment for filing with the Comptroller. The
Contractor shall retain responsibility for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Associated costs, i.e., amounts to be paid under subcontracts;
- Federal Employer Tax Identification Number for each subcontractor;

If Contractor chooses to subcontract with an entity for more than $50,000 annually, any contract between the Contractor and their subcontract must contain ISBE’s standard certifications and assurances (including disclosures). ISBE may request a copy of any subcontract or amendment thereto entered into with a subcontractor receiving funds provided by this Agreement which Contractor shall supply within 15 calendar days of ISBE’s request.

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

c) 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; (b) can be used
completely free of the Custom Work Product Content; and (c) do not embody or convey the
look and feel of the Custom Work Product developed hereunder.

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

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

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

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

c) **Student Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Any student records in the Contractor's possession shall be returned to ISBE when no longer needed for the purposes for which they were provided, or at ISBE's request, they shall be permanently destroyed, and the Contractor shall provide written confirmation to ISBE upon the destruction of student records.

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 five (5) 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 the Contractor’s failure to comply with any provision of this Agreement; or
6. The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE’s prior written consent.

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

d) Liquidated Damages. The late delivery or untimely performance of the Services required under this Agreement by the Contractor solely due to its negligence will cause irreparable harm to ISBE in light of its obligations under state and federal law. As a result, ISBE shall have the right to assess liquidated damages as set forth in this Subsection if the Contractor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Scheduled Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1.1 Weekly and Monthly Status Reporting</td>
<td>5/31/2013</td>
</tr>
<tr>
<td>Deliverable 1.2 Weekly and Monthly Status Reporting</td>
<td>6/28/2013</td>
</tr>
<tr>
<td>Deliverable 1.3 Weekly and Monthly Status Reporting</td>
<td>7/31/2013</td>
</tr>
<tr>
<td>Deliverable 1.4 Weekly and Monthly Status Reporting</td>
<td>8/30/2013</td>
</tr>
</tbody>
</table>
If the Contractor fails to meet any of the foregoing deliverable dates, the Contractor shall pay to ISBE liquidated damages of $500.00 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 ISBE. 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 ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE 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 ISBE 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 ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs, reasonable legal fees, and the reasonable value of time spent by the Attorney General's Office, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including without limitation, any representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right.

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 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 coverage identical to those required of the Contractor hereunder.

11. Key Persons. The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in Exhibit A 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 officer except as follows:

a) ISBE may request at any time the removal of (and the Contractor will remove) any individual performing Services if ISBE: (1) reasonably believes that individual is not qualified to
perform the Services or tasks required of that individual; and (2) previously provided the Contractor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
b) Should any of the said key individuals cease employment with the Contractor during the Term or become unavailable to perform the work assigned to them, the Contractor shall immediately notify ISBE in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Contractor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Contractor’s performance of this Agreement.

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

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 the Auditor General, chief procurement officer, internal auditor, the purchasing agency (ISBE), and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records.

14. **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.

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

16. **Solicitation and Employment.** Contractor shall not employ any person employed by the Illinois State Board of Education during the term of this Agreement to perform any work under this Agreement. Contractor shall give notice immediately to the Agency’s applicable Division Administrator and General Counsel if Contractor solicits or intends to solicit Illinois State Board of Education employees to perform any work under this Agreement.
17. Background Check. ISBE may require the Contractor to conduct name based criminal history background checks or driver history background checks of any of Contractor’s officers, employees or agents assigned to perform work under this Agreement. Copies of said background checks shall be provided to ISBE. ISBE retains the right to have personnel reassigned from ISBE contractual work. ISBE retains the right to cancel this contract in the event background checks reveal irregularities.

18. Ethics Training. The Contractor shall, at least annually, and upon the request of ISBE’s Ethics Officer, at the time and in a form chosen by ISBE in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to ISBE’s Ethics Officer by a date determined by ISBE on an annual basis.

19. 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
   Peter Godard, Chief Performance Officer
   100 N. 1st Street
   Springfield, IL 62777

   MSF&W
   Sam Ganci, Business Development Manager
   3445 Liberty Drive
   Springfield, IL 62704-6521

   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 Exhibit B
   e) 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.

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

g) **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.

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

i) **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.

j) **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.

k) **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, and, if applicable, the Contractor warrants that any applicable certifications and assurances executed by any applicable subcontractors shall remain true and correct. Attachment 8, Federal Funding Certifications and Assurances, Section 4 is amended only insofar as to require the Contractor to follow OMB Circular No. A-110 or No. A-102 as appropriate.

l) **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.

m) **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 – PAYMENT SCHEDULE
EXHIBIT C – CONTRACTOR’S CERTIFICATIONS

n) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

Illinois State Board of Education

Christopher A. Koch, Ed.D. Date
State Superintendent of Education
By Myong-Ae Kim, CGFM
Division Administrator

Approval:

Katherine Sprague Date
Procurement Coordinator

Marcilene Dutton Date
Deputy General Counsel

MSF&W

By: John Marucco
President

Date: 5/13/13
EXHIBIT A
Scope of Services

Exhibit A consists of the following:

- ISBE’s Request for Sealed Proposals: Background;
- Contractor’s Executive Summary;
- Contractor’s Work Plan
- Contractor’s Key Personnel
- Contractor’s Timeline

Background

The Illinois State Board of Education (ISBE) has designed, built, and deployed some of the fundamental building blocks of a statewide longitudinal data system, including implementation of a unique student identifier and student-level data collection system. To support and sustain the system the agency needs to take the critical step of designing, building and implementing a knowledge management system to foster collaboration across the ISBE organization. The technical platform to be used in implementing the knowledge management system is Microsoft SharePoint.

This contract is in regards to the implementation of the knowledge management system for ISBE. ISBE will acquire the necessary licenses for Microsoft SharePoint to support this implementation. The contractor will build workflows, document repositories, policy libraries and best practices repositories. In addition the contractor will implement a portal that supports access to the information managed by SharePoint. Knowledge Management project objectives include:

- Building document management repositories and policy libraries, implementing collaboration support through SharePoint document management.
- Implementing project dashboards for the Center for Performance organization within ISBE.
- Supporting external stakeholder communications by implementing a portal which provides public access to ISBE information such as policy and practice documents.
- Implementing workflow management, including building issue and risk tracking systems, Information Technology (IT) Steering Committee workflow tracking, Data Governance Committee workflow tracking, research data request workflow tracking, Freedom of Information Act (FOIA) data request tracking, data collection customer request tracking, and data analysis business process workflow tracking.
- Training ISBE staff in the administration and configuring of SharePoint to ensure that support of the SharePoint tools is transitioned to ISBE resources and that the knowledge management system and tools can be sustained.

Currently ISBE has not implemented SharePoint or established standard workflow practices across organizational units. Through implementation of the knowledge management system
ISBE will develop enterprise-wide practices and tools to manage activities, better share agency work products and establish best practices for collaboration and management of agency assets. The contractor will assist ISBE’s Center for Performance and Information Technology (IT) Division in implementing SharePoint so that ISBE staff will have technical capacity to expand the use of SharePoint in the future.

**Contractor’s Executive Summary**

A national movement is underway to develop data systems that have the capacity to link preschool, K-12, and postsecondary education as well as workforce data. States are coming up with new strategies to strengthen their education accountability to ensure that a high school diploma guarantees a graduate is equipped with the skills and knowledge needed for postsecondary education and work.

"Many state education agencies are watching closely as the Illinois State Board of Education leads the charge in developing the Illinois Statewide Longitudinal P-20 Data System (ILDS)." ISBE and its education partners have been working tirelessly establishing the ILDS. The ILDS project has defined an enterprise-wide architecture that is now serving as the blueprint for the construction and implementation of a data warehouse. This warehouse will allow for student-level data maintained by ISBE to be linked to other student-level and P-12 education data. To support and sustain the ILDS, ISBE needs to design, build and implement a knowledge management system. The knowledge management system will provide support for workflow, document management, document and best practices repositories and project dashboards. Microsoft SharePoint will be used in the implementation of the knowledge management system.

Through the implementation of a knowledge management system, ISBE expects to achieve the following objectives:

- Implement collaboration support through SharePoint document management by building document management repositories and policy libraries.
- Implement project dashboards for the Center for Performance organization within ISBE.
- Support external stakeholder communications by implementing a portal which provides public access to ISBE information such as policy and practice documents.
- Implement workflow management.
  - Building issue and risk tracking systems,
  - Information Technology (IT) Steering Committee workflow tracking,
  - Data Governance Committee workflow tracking,
  - Research data request workflow tracking,
  - Freedom of Information Act (FOIA) data request tracking,
  - Data collection customer request tracking and data analysis business process workflow tracking.
• Develop enterprise-wide practices and tools to manage activities, better share agency work products and establish best practices for collaboration and management of agency assets.
• Assist ISBE’s Center for Performance and Information Technology (IT) Division in implementing SharePoint so that ISBE staff will have technical capacity to expand the use of SharePoint in the future.

Some of the benefits ISBE will realize through the implementation of a Knowledge Management System utilizing SharePoint include:

• Greater work output,
• More collaborative workers and team,
• Management solutions for multiple websites,
• Compliance-ready records management
• Information that is easier to find and more efficient work processes.

**SharePoint Workflows**

SharePoint 2010 allows everyday business activities to become automated, enabling actions such as document review, approval, issue tracking, priority levels and signature collection. ISBE envisions developing workflows for Issue and Risk Management, IT Steering Committee, Data Governance Committee, Data Management and Research Requests, FOIA requests, internal data requests and Data Collection Customer Request Tracking. SharePoint will provide an out-of-the-box user interface that reports on the status of the workflow, or, more specifically, who must act on the workflow before it can continue, or if it has finished executing. Another nice feature of SharePoint workflows is that individuals who are not technically savvy can configure their workflows directly through the browser window. ISBE can empower the end users to build business processes making it very cost effective.

**SharePoint Dashboards**

Out-of-the-box, SharePoint 2010 allows for the creation of rich dashboards that convey the right information the first time, aggregating content from multiple sources and displaying it in a Web browser in an understandable and collaborate environment. The Project Dashboard Deliverable will give ISBE the rich interactivity that will provide at-a-glance information and project metrics on the ILDS, ISLE, RTTT, Common Identifier and other ISBE projects. The interactive dashboards and scorecards will help ISBE management define and measure success, key metrics can be matched to specific strategies and then shared, tracked and discuss.
**SharePoint Portal**

Access to ISBE practices and policies information for both internal and external stakeholders is an important outcome of this deliverable. As well as implementing a security model that will support all users while securing ISBE information assets. SharePoint will allow ISBE to smoothly set up a portal that will work as an easy to use data repository for information, documents, and more. Our team will assist ISBE in granting access to employees and stakeholders, both internal and external. SharePoint portals are both secure and highly scalable, and easy to integrate with other business applications.

SharePoint sites are as easy to use as they are to make. Primarily, because SharePoint 2010 Sites work well with other technologies, such as Microsoft Office and Microsoft SQL Server. MSF&W will help ISBE realize the benefits of SharePoint through the implementation of a Knowledge Management System.
Contractor’s Work Plan

Deliverable 1: Submit weekly written status reports.

Content is to include:
• Work completed during the reporting period
• Activities underway during the reporting period
• Work Scheduled to commence in the next two reporting periods
• Status of work against the project work plan including the efforts that are under way and any deviation from the planned work schedule and
• Status of issues and risks.

Our Approach

We will approach this through preparation, monitoring and controls, and corrective actions. The project plan is built with a four phase approach:

• Initiation Phase
• Define Phase
• Build and Test Phase
• Implementation Phase
• Project Closure Phase

In the Initiation Phase, we will prepare for a successful project by organizing the project team and structure using proven project management planning practices. We will create a project management plan which will include the identification of all ISBE stakeholders, subject matter experts, technical staff, and business participants. There will be three key objectives for the Initiation Phase:

1. Resource Management – This includes the identification of human resources as critical co-suppliers to the project, including roles and responsibilities. It will also include physical resources and infrastructure, office space, hardware and software and assistance in the procurement process of SharePoint.
2. Project Planning – This includes the development of the project management plan including a communications plan, risk management plan, change control plan and an update project plan.
3. SharePoint Installation – Once the software is purchased then the SharePoint configuration will be documented, including the installation procedure and technical specifications of the security model, network, and servers. Because it is unknown at this
time how long the procurement process will be for ISBE to acquire the software, the Initiation Phase will not be complete prior to starting the Define Phase.

Once the project management plan is in place, the project will have a baseline for all estimates and project status can then be tracked to this baseline. The project manager will continually update the status of actual work completed with actual status of the work to the baseline.

**The Project Lifecycle Approach**

There are two ways to approach creating a plan that can divide the work into reasonable tasks for a successful completion. The first approach is to iterate through smaller will defined agile sprints with each sprint having define, design, build, test, and accept tasks. Using this approach would enable the business to realize benefits earlier in the project without waiting through an entire requirements gathering phase. The second approach is to have more of a waterfall lifecycle in the first two phases of the project; the Initiate and Define phases. Then move the project into more of an agile approach during the Build phase. We have chosen the latter approach due to the uncertainty of the procurement and installation of the SharePoint software. This will be the most efficient approach because it will utilize the time and prepare the requirements and design documentation for approval while the procurement and installation process is commencing.

After the Build Phase, the project will move into an implementation phase where training will be given for both the business and the technical support teams.

**Deliverable 2: Workflow Requirements and Design**

Build workflows for Issue and Risk Management, IT Steering Committee, Data Governance Committee, Data Management and Research Requests, FOIA requests, internal data requests, and Data Collection Customer Request Tracking. The workflows need to contain identifiers such as: Assignment of requests, priority levels, filters and prioritizing of items.

**Our Approach**

MSF&W will meet with the Subject Matter Experts (SME’s) of each committee, division or business team respective to:

- Issue & Risk Management
- IT Steering Committee,
- Data Governance Committee
- Data Management and Research
- FOI Request Support
- Internal Data Request Support
- Data Collection and Customer Tracking Support
We will work with the ISBE project lead to identify the user groups and determine the security levels that will exist within each of the groups. We will take the following steps to define and implement the workflow deliverable.

1. Gather and Document Requirements based on the needs of each committee or group.
   a. Determine if the requests are initiated in paper form. If so, determine if these documents be replaced with a SharePoint forms capturing all needed data elements.
   b. Determine if a request will automatically be assigned when the request is made or will the request go through an approval process?
   c. Determine if the various requests need to directly interact with one another.
   d. Determine if notifications need to be sent to users once the item is assigned.
   e. Determine how secure the items need to be.
   f. Find all data elements that will need to be captured for reporting purposes.

2. Create a workflow diagram that would ensure each needed step is met.
3. Distribute the workflow definition requirements and obtain approval for implementation.
4. Build the SharePoint site(s) structure, lists, and workflows based on the requirements.
   a. Create the security groups.
   b. Design the SharePoint “forms” (capture all the data elements that would be needed in order to replace a current paper form).
   c. If the desire is to keep the current paper form or soft-copy of the documents then data elements still need to be defined to describe the document uploaded to a document library. This enables searching and reporting.
5. Establish and create lists and/or document libraries.
6. Create workflows that can support an approval process to notify users when something is assigned.
7. SharePoint Reports
   a. Determine what data elements are going to be captured for reporting purposes.
   b. This may result in multiple views that are targeted to capture certain statuses, assignees, or date elements based on filtering lists and/or libraries – All of these “views” could be exported to Excel – items could be prioritized and filtered here
   c. If there is a certain set of data criteria that needs to be “reported”, SSRS can be utilized to create the report and make it easily accessible within the SharePoint site.
   d. SSRS should be used in the instance that the report criterion does not change often.

**Deliverable 3: Workflow Requirements and Design (Dashboards)**

The Project Dashboard Requirements and Design deliverable will provide the requirements and design information for seven project dashboards to be constructed under this effort. The dashboards will integrate with software tools and provide at-a-glance information and project
metrics on the ILDS, ISLE, RTTT, Common Identifier and other ISBE projects. ISBE is responsible for providing project plans and other data that will comprise the metrics and information the dashboards will display. The software tools targeted to integration with SharePoint include Microsoft Project, Excel, SQL Server, SAS, Embarcadero ER Studio. Software tools targeted for integration will be those provided and supported by ISBE.

Our Approach

MSF&W will meet with the SME’s of each committee or user group to gather the requirements for the dashboard views and data flow. This will be accomplished through the following steps.

1. Gather and document the requirements based on the business needs, project steering needs and other SME needs.
   a. Meet with the SMEs of each committee or group.
   b. Define the audience for the Dashboards and determine if there will be a single universal view to each dashboard or multiple views based on security.
   c. Gather the data elements that will be displayed in the dashboard and determine what metrics specifically need to be presented, any formulas needed, and summarization specifications.
   d. Based on data needed, establish what software SharePoint will integrate with to insure the data is pulled into the dashboards. This includes understanding the interfacing options of SAS and ER Studio. Microsoft Office products will integrate without external tools.
   e. Determine how frequently the dashboards will be refreshed (real time, daily, weekly, monthly).
   f. Determine the level of sophistication in the presentation of the information presented (charts, graphs, etc.) Design a base template that can be used for all dashboards.
   g. Determine if the dashboards need to be interactive or scenario based.
   e. Determine to what extent the dashboards need drill-down capability. Create a workflow diagrams that would ensure each needed step is met.
2. Distribute the dashboard definition requirements and obtain approval for implementation.
3. Develop the dashboard templates in SharePoint including any CSS.
4. Develop the integration modules to interface with the other software systems as needed via web services, data view web parts, links, etc.
5. Develop and implement any jobs that will pull data in a batch mode into the dashboards if necessary.
Deliverable 4: SharePoint Portal Requirements and Design

The SharePoint portal will be designed to accommodate both internal and external stakeholders. The security model will include access to the information necessary to both internal and external stakeholders while keeping ISBE information assets secure.

The portal will be searchable, intuitive and provide user help with visual cues for ease of navigation. The portal will integrate with SAS, Microsoft Office tools, and Embarcadero in order to present ISBE data dictionary and data lineage information.

Our Approach

MSF&W will meet with the SME’s of each committee or user group to gather the requirements for the Portal. This will be accomplished through the following steps.

1. Meet with the SMEs of each committee and establish all levels of user groups that will need access to the portal.
2. Define who the external stakeholders will be and how they will gain access to the portal.
3. Define what information external stakeholders would need and what current systems are in place that support these information requests.
4. Define where all content sources are located that will enhance searching capability.
5. Organize the policies and procedure documents in libraries determine all artifact types as well as all access methods to each artifact.
6. Define the current security model in the organization and how it will impact the new portal model.
7. Determine how the portal will be dynamic, growing with capability, capacity, content, and content types.
8. Determine who will be the point site librarian and keep the site following guidelines established in the requirements.
9. Distribute the portal definition requirements and obtain approval for implementation.
10. Once the requirements are approved, develop and establish a security policy.
11. Define the steps that an external stakeholder would need to take in order to gain access to the system.
12. Establish how defined the searching capability needs to be and configure SharePoint search in order to meet these needs.
13. Implement an integration strategy.

Deliverable 5: Knowledge Management System Implementation

Create a memo to indicate that there is a new system that has been designed, developed, tested and implemented to enhance business processes and collaboration for the statewide longitudinal data system. The memo will include the system components that are included in the
SharePoint portal. A step-by-step guide with screen shots could be created in order to ease user acceptance.

Our Approach

This deliverable will be built throughout the project and then updated for publication during the implementation phase. MSF&W will develop documentation for different groups that will help to define the knowledge management portal including but not limited to:

- Step-by-step how to guides on using workflow, finding artifacts in the repository, using the dashboards
- Complete site map by user group
- Develop an intuitive interface that integrates the help pages into the SharePoint portal
- Include screen shots and complete instructions on key functionality
- Produce an announcement memo and work with ISBE to tailor the memo for each group
- Develop a schedule for distribution of the memo according to the implementation plan.

Deliverable 6: Transition of the Knowledge Management System to ISBE

The completion of the Transition of the knowledge management system to ISBE deliverable is a memo indicating that the necessary knowledge transfer activities have occurred that enable ISBE resources to maintain and sustain the system. The memo may include recommendations for additional functionality or other efforts that will help sustain or extend the knowledge management system.

ISBE anticipates that the knowledge management platform will be supported by IT resources, and the maintenance and configuration of the SharePoint components will be performed by business analysts from the Center for Performance program area. Two IT resources and five business analysts are to be targeted for the transition activities. The vendor is not responsible for training ISBE resources in the SharePoint product, but is required to provide the necessary documentation and guidance that enable ISBE resources to understand and maintain the various components and functionality developed through this effort.

Our Approach

MSF&W will meet with the IT resources and business analysts on an ongoing basis throughout the project demonstrating the SharePoint system. We will meet with those responsible for maintaining the system and share all documentation that coincides with maintaining the system. During the implementation phase, we will:

- Determine level of understanding of the IT resources
- Discuss what methods would help them most in learning the new system
• Establish times to meet with the IT resources and business analysts for training and transitioning the system.
• Establish the stages at which knowledge transfer will take place (all at once, in stages)

**Key Personnel**

Below are summaries of the team members who will assist with the definition, design and implementation of the Knowledge Management System. We have assembled a project team composed of individuals with credentials in the areas of SharePoint Implementations, SharePoint Architecture, Design, Development and Administration Projects and extensive IT related project management and business analysis experience.

Jeff Wheaton, PMP – Mr. Wheaton is a senior manager with MSF&W with over twenty years in IT, including management, and project management positions. Jeff will be the Project Director that will be responsible for the delivery of the Knowledge Management Implementation Project from a MSF&W perspective. As a representative of the MSF&W project team, Jeff will interface with ISBE’s executive owner of the project and will handle contract negotiation, resource availability, invoicing, contract compliance and status meeting agendas.

Johnathon Nuttall – Mr. Nuttall is a Business Analyst and Project Manager with MSF&W. He has an IT management background covering application development projects and software implementations. He will be involved with requirements gathering, training, testing and technical documentation on this project.

Camron Yates – Mr. Yates is a SharePoint Consultant with MSF&W. He has been working extensively in SharePoint (2007 & 2010) for the last five years. His strength is helping business users to quickly leverage SharePoint to easily create sites, portals, and extranets to share critical business information. Camron will be involved with all phases and tasks on this SharePoint initiative.

Amanda Underfanger – Ms. Underfanger is a SharePoint consultant with MSF&W. She has been working extensively with SharePoint 2007, 2010 and 2013 over the past 4 years. Amanda will provide technical support on design and development activities as needed.

Jorge Garcia – Mr. Garcia is a senior technical consultant with Clarity Partners, LLC with over 10 years of experience in data architecture and software development projects. Jorge has designed multiple SharePoint architectures and SharePoint portals for major clients in the Chicago land area. Jorge will be the SharePoint Administrator on this initiative.

Our proposed team of accomplished consultants offers project management skills, strong business and requirements analysis experience, SharePoint best practices, and the skills and
experience to successfully construct and implement a knowledge management system, based on the Microsoft SharePoint platform.

Contractor’s Timeline
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Resource Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISBE Knowledge Mgt v2</td>
<td>Tue 5/14/13</td>
<td>Fri 9/13/13</td>
<td>Project Manager, ISBE Lead</td>
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<td><strong>Initiation Phase</strong></td>
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<tr>
<td>Resource Management</td>
<td>Tue 5/14/13</td>
<td>Tue 6/4/13</td>
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<td>Identify ISBE project resources</td>
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<td>Assist Procurement in SharePoint Purchase</td>
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<td>Wed 5/15/13</td>
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<td>Tue 6/4/13</td>
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<td><strong>Project Planning</strong></td>
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<td>Prepare for Project Kick-off Meeting</td>
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<td><strong>Meeting</strong></td>
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<td>Create Risk Management Plan</td>
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<td>Create Requirements Management Plan</td>
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<td>Create Change Control Plan</td>
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<td>Tue 5/21/13</td>
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<td>Define the sharepoint configuration for ISBE</td>
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<td>Create Master Page Layout &amp; Page Layouts</td>
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<td>Gather Integration Specifications for MS Office, SAS, ER Studio</td>
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<td>Fri 5/31/13, Fri 5/31/13</td>
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<td>Update Project Plan</td>
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<td>Close Define Phase</td>
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<td>Fri 6/21/13</td>
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Submitted by MSF&W  Page 28 of 33  5/9/2013
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<td>DELIVERABLE 5: Knowledge Management System</td>
<td><strong>Implementation Memo</strong></td>
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<td><strong>Wed 9/9/13</strong></td>
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<td><strong>Key User System Training</strong></td>
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<td><strong>Wed 8/28/13</strong></td>
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<td><strong>Fri 8/23/13</strong></td>
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<td><strong>Wed 8/28/13</strong></td>
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<td><strong>Tue 9/10/13</strong></td>
<td>Project Manager</td>
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<td><strong>Review Change Control Register</strong></td>
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<td>DELIVERABLE 6: Transition of the Knowledge Management System to ISBE</td>
<td><strong>Fri 9/13/13</strong></td>
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EXHIBIT B
PAYMENT SCHEDULE

ORIGINAL TERM

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SECOND TERM – IF RENEWED. Contractor may submit monthly invoices on the last day of the month between September 2013 and June 2014.

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EXHIBIT C
CONTRACTOR’S CERTIFICATIONS
Standard Certifications for Bidders and Subcontractors

1. Introduction

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

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

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

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

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

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

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

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

2. Legal Ability to Contract

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

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

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

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

d) Contractor, in compliance with 30 ILCS 582/2, certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
e) If Contractor employs 25 or more employees and this contract is worth more than $5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Contractor is an individual and this contract is worth more than $5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

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

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

h) Contractor has informed the Chief Financial Officer in writing if he/she was formerly employed by the Illinois State Board of Education and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).

i) Contractor, in compliance with the provisions of 30 ILCS 105/9.07, will not expend any funds received from the Illinois General Revenue Fund for promotional items.

j) Contractor has not been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

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

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

m) Contractor certifies that it, and any affiliate, is not barred from being awarded contract under 30 ILCS 500/50-11 which prohibits a contractor from entering into a contract with a State agency if the contractor is delinquent in the payment of any debt to the State as defined by the Debt Collection Board.

n) Contractor and all affiliates are not barred from being awarded a contract under 30 ILCS 500/50-12 and that they shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. The Contractor acknowledges failure to comply can result in the contract being declared void.

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

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

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

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

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

t) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any “discriminatory club” (775 ILCS 25/2).

u) Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

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

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

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

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

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

aa) Contractor certifies that is has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
bb) Contractor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43), and as applicable has obtained an assumed name certificate from the appropriate authority or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.


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

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

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

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

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

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

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

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

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

Please check the appropriate box below:

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

(or)

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

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

[Signature of Contractor]

John D Marucco

Name of Contractor

President

Title

02/15/2013

Date
Certificate of Registration

Registration No. 10593

Marucco, Stoddard, Ferenbach & Walsh, Inc.
3445 Liberty Drive
Springfield IL 62704

Information for this business last updated on:
Tuesday, June 26, 2012

Certificate produced on Wednesday, November 28, 2012 at 10:51 AM
Disclosure of Conflict and Financial Interest

Part I - Conflicts of Interest

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

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

Section 50-13. Conflicts of Interest.

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

b) **Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 ½% of the total distributable income, or (ii) an amount in excess of the salary of the Governor ($177,412.00) to have or acquire any such contract or direct pecuniary interest therein.

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

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

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

f) **Exceptions.**

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

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

3) **Ministerial duties.** This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

4) **Child and family services.** This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

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

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

CHECK ONE:

- [ ] No conflict of interest.

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

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

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

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

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

If your organization is “public” please note this on the disclosure, stating the reason why you cannot supply the ownership or distributive income share or why it is “not applicable”. If your organization is not “public” but does not fall into the other categories, please provide an explanation or your organization and why ownership or distributive income share disclosure is “not applicable”.

Submitted by MSF&W Page 9 of 37 2/12/2013
<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>John D. Marucco</td>
<td>3014 Lincoln Trail, Taylorville, IL</td>
<td>Stock</td>
<td>33.33%</td>
</tr>
<tr>
<td>Darrell A. Stoddard</td>
<td>3795 State Rt. 97, Pleasant Plains, IL</td>
<td>Stock</td>
<td>33.33%</td>
</tr>
<tr>
<td>Robert J. Ferenbach</td>
<td>410 Sommerset Dr., Chatham, IL</td>
<td>Stock</td>
<td>33.33%</td>
</tr>
</tbody>
</table>

(Attach extra sheets if necessary)

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

---

a) State employment, currently or in the previous three (3) years, including contractual employment of services.

b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two (2) years.

c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three (3) years.

d) Relationship to anyone (spouse, father, mother, son or daughter) holding elective office currently or in the previous two (2) years.

e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three (3) years.

f) Relationship to anyone (spouse, father, mother, son or daughter) holding appointive office currently or in the previous two (2) years.

g) Employment, currently or in the previous three (3) years, as or by any registered lobbyist of the State government.

h) Relationship to anyone (spouse, father, mother, son or daughter) who is or was a registered lobbyist in the previous two (2) years.

i) Compensated employment, currently or in the previous three (3) years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

j) Relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee in the last two (2) years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

If the answer is yes, provide a complete explanation. (Attach extra sheets if necessary.)
Part III: Disclosure of Business Operations with Iran (All Contractors must complete this section).

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

a) more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

b) The company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

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

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

Contractor’s Name (printed) MSF&W Consulting, Inc.

Official authorized to sign on behalf of VENDOR:
Name (printed) John D Marucco Title President

Signature Date 02/15/2013
Department of Human Rights (DHR) Public Contract Number

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

Name of Company (and DBA): MSF&W Consulting, Inc.

☐ (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: 92586-00-0 expires 11/15/17
or, if number has not yet been issued,
Date completed proposal for the number was submitted to DHR:

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

Proposal forms may be obtained by:

1. Telephone: 312-814-2341, DHR Public Contracts
2. Internet: Download form at www.sell2.illinois.gov
3. Mail: Write to Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601

Name of Company: MSF&W Consulting, Inc.
By: John D Marucco, President
Date: 02/15/2013
Attachment 4, 4a and 4b Instructions

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

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

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

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

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

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

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

Minority, Female, Person with Disability Status and Subcontracting

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

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

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

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

CERTIFIED VENDOR LOCATOR REFERENCES. Vendors may consult CMS’ BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm as well as the directories of other certifying agencies. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

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

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

a) The bid/proposal as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan has been provided at the time of proposal submission. Failure to submit a Utilization Plan shall render the bid non-responsive.

b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

c) The Utilization Plan must provide the name and contact information of the Vendor’s official responsible for compliance with this Attachment.

d) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:

1) The name and address of each certified vendor to be used;
2) The name of the agency/organization that has certified the vendor as disadvantaged, minority or woman business enterprise (i.e., CMS Business Enterprise Program, Women’s Business Development Center, etc.). At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award. (The
criteria for eligibility: The business is at least 51% owned and controlled by a minority, woman, or person with disability, the owner is a U.S. citizen or resident alien, and the annual gross sales and receipts of the business are under $27 million.

3) A detailed description of the commercially useful work to be done by each certified vendor;

4) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;

5) A letter of intent (Attachment 4a) between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;

6) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties’ contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor’s own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

e) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.

f) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.

g) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

h) The contract will not be finally awarded until the Vendor’s Utilization Plan is approved.

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

a) The value of the work actually performed by the certified vendor’s forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor’s forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor’s subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

(1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

f) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

(1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

(2) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

g) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

a) The following is a list of types of action that the Agency will consider as evidence of the Vendor’s good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
(1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.

(2) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

(4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(5) a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.

b. Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm’s price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor’s failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor’s memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor’s efforts to meet the goal.

(7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women vendors’ groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

b) In evaluating the Vendor’s good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

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

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

a) The Utilization Plan may not be amended without the Agency’s prior written approval.

b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor’s own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

c) Substitutions of a certified vendor shall be permitted under the following circumstances:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the certified vendor to honor the bid or proposal price or scope;
5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
7. The certified vendor’s withdrawal of its bid or proposal; or
8. Decertification of the certified vendor.

d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

e) Where the Vendor has established the basis for the substitution to the Agency’s satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial
Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor’s receipt of the Agency’s approval for the substitution or other change.

h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 3 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

i) The Agency will periodically review the Vendor’s compliance with these provisions and the terms of its contract. Without limitation, the Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor’s contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
Utilization Plan
Response to Attachment 4

The following Utilization Plan is MSF&W Consulting, Inc.'s (the Vendor) response to Attachment 4-Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

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

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

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

Vendor's person responsible for compliance with Attachment 4:

Name: Laurie King
Title: Consulting Manager
Telephone: (217) 698-3535 extension 209
Email: lking@msfw.com

We submit one (1) of the following statements:

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

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

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

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

Clarity Partners, LLC
22 W. Washington St.
Suite 1490
Chicago, IL 60602

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

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

(BEP certification must be completed before contract award)

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

Provide SharePoint Consultant for the ILDS Knowledge Management Implementation

(3) The total estimated cost to the state for this contract is $149,695.00 The portion of the contract which will be subcontracted to this certified vendor is $ or 20% of the total cost of the contract.

(4) A notarized signed letter of intent between (the Vendor) and MSF&W Consulting, Inc. Clarity Partners, LLC (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment 4a.

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

OR,

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

(6) The Vendor has not prohibited or otherwise limited Clarity Partners, LLC (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

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

Submitted by MSF&W Page 21 of 38 2/14/2013
Section II
Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

Section II A
Good Faith Efforts Checklist

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

LK Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

LK Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

LK Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

LK Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

LK Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

LK Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.
Section II B
Good Faith Efforts Contacts Log for Soliciting
BEP Sub-consultant, Subcontractor or Supplier Participation

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

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<th>Name of certified vendor firm</th>
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Submitted by MSF&W Page 23 of 37 2/12/2013
Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

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

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

Name of Prime Vendor: Marucco, Stoddard, Ferenbach & Walsh, Inc. (DBA: MSF&W Consulting, Inc.)
Address: 3445 Liberty Drive
City Springfield State IL Zip Code 62704
Telephone: (217)698-3535 Fax: (217)698-3593 Email: lking@msfw.com

Name of Certified Vendor: Clarity Partners, LLC
Address: 22 W Washington, St, Suite 1490
City Chicago State IL Zip Code 60602
Telephone: (312) 920-0550 Fax N/A Email: d.namkung@claritvpartners.com

Project Name: Time & Materials Contract - ILDS Knowledge Management Implementation.

Type of agreement: ☑ Services ☐ Supplies ☐ Both Services/Supplies
Type of payment: ☐ Lump Sum ☑ Hourly Rate

Period of Performance: from anticipated contract signing (2/15/2013) through anticipated end of 6/30/2013

Proposed Contract Amount $ 149,695.00
Proposed Subcontract Amount $ 20% of total contract

Description of work to be performed by certified vendor:
Provide SharePoint Consultant for the ILDS Knowledge Management Implementation
List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

Central Management Services (CMS)

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

Prime Vendor (Company Name and D/B/A): MSF&W Consulting, Inc.

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

Signature
Darrell A Stoddard
Printed Name
Title: Principal Date: 02/15/13

Subscribed and sworn before me this 15 day of February, 2013.
Notary Public
My Commission expires: 7/27/16

Signature
David Namkung
Printed Name
Title: Manager Date: 2/13/13

Subscribed and sworn before me this 13 day of February, 2013.
Notary Public
My Commission expires: 7/27/16
Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program 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):

MSF&W Consulting, Inc.

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

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: Category:
Department of Central Management Services Minority [ ]
Women's Business Development Center Female [ ]
Chicago Minority Business Development Council Person with Disability [ ]
Illinois Department of Transportation Disadvantaged [ ]
Other (please identify): [ ]

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 [X] (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 [X] No [ ]

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified Vendors? Yes [ ] No [X]

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified Vendors you plan to use.
VENDOR’S FEDERAL TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

3. I am a U.S. person (including a U.S. resident alien).
   - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
   - If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
   - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the d/b/a on the business name line and enter the owner’s SSN or EIN.
   - If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
   - For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: John D Marucco

Business Name: MSF&W Consulting, Inc.

Taxpayer Identification Number:

Social Security Number ____________________________

or

Employer Identification Number ____________________

Legal Status (check one):

☐ Individual
☐ Sole Proprietor
☐ Partnership
☐ Legal Services Corporation
☐ Tax-exempt
☐ Corporation providing or billing

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental
☐ Nonresident alien
☐ Estate or trust
☐ Pharmacy (Non-Corp.)
☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Limited Liability Company (select applicable tax classification)

☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Signature: ____________________________

Date: 02/15/2013
ILLINOIS STATE BOARD OF EDUCATION

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW

CERTIFICATION

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

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

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

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

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

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

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

MSF&W Consulting, Inc.

Name of Contractor

John Marucco/President

Name of Contractor's Authorized Representative

02/15/2013

Date

Instructions for Certification
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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

MSF&W Consulting, Inc.  
Organization Name  

Illinois Longitudinal Data System Knowledge Management System Implementation  
PR/Award (or Application) Number or Project Name  

John Marucco/President  
Name and Title of Authorized Representative  

Signature  
Date: 02/15/2013
Federal Funding Certifications and Assurances

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

As required by OMB, Vendor certifies that it:

a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.

b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.

c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

d) Will initiate and complete the work within the applicable time frame.

e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:

   i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;

   ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;

   iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

   iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;


   viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;

   ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., which relates to nondiscrimination in the sale, rental, or financing of housing;

f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

ii. Notification of violating facilities pursuant to Executive Order 11738;

iii. Protection of wetlands pursuant to Executive Order 11990;

iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;

vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;

vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;

ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.

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

i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,

ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;


v. Executive Order 11593, which relates to identification and protection of historic properties;


vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;


2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of $25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.
3. **Certifications Regarding Lobbying:**
Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than $100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

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

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

6. **Davis-Bacon Act:**

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

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

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

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

11. **Buy American Act:**
In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.
12. Federal Debarment/Suspension:
Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

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

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

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

Signature

John D Marucco
Printed Name

02/15/2013
Date
Subcontracting Information

1) This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2) For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☐ No

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

Subcontractor Name Clarity Partners, LLC Amount to be paid 20% of total contract
Address 22 W. Washington St., Suite 1490; Chicago, IL 60602 Description of work Sharepoint Admin & Architect

Subcontractor Name
Address
Description of work

Subcontractor Name
Address
Description of work

Subcontractor Name
Address
Description of work

4) The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

5) All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

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

This information is submitted on behalf of: MSF&W Consulting, Inc.

Name of Authorized Representative: John D. Marucco
Title of Authorized Representative: President
Signature of Authorized Representative: __________________________
Date: 02-15-13 -- Clarification submitted 02-22-13
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MARUCCO, STODDARD, FERENBACH & WALSH, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 13, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of JANUARY A.D. 2012.

SECRETARY OF STATE