# STATE OF ILLINOIS

## CONTRACT

Illinois State Board of Education
Translation Services
22333334

## VENDOR

<table>
<thead>
<tr>
<th>Vendor Name: Multilingual Connections, LLC</th>
<th>Address: 2518 W. Armitage Avenue, Chicago IL 60647</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Phone: (773) 292-5500</td>
</tr>
<tr>
<td>Printed Name: Hilary Hodge</td>
<td>Fax: (312) 488-4116</td>
</tr>
<tr>
<td>Title: VP of Operations</td>
<td>Email: <a href="mailto:hilary@mlconnections.com">hilary@mlconnections.com</a></td>
</tr>
<tr>
<td>Date: May 19, 2014</td>
<td></td>
</tr>
</tbody>
</table>

## STATE OF ILLINOIS

<table>
<thead>
<tr>
<th>Procuring Agency or University: Illinois State Board of Education</th>
<th>Phone: 217-785-8777</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: 100 North First Street</td>
<td>Fax: 217-782-5727</td>
</tr>
<tr>
<td>City, State ZIP: Springfield, IL 62777</td>
<td></td>
</tr>
<tr>
<td>Official Signature:</td>
<td>Date: 6/30/2014</td>
</tr>
<tr>
<td>Printed Name: Christopher A. Koch, Ed.D. by Myong-Ae Kim, CGFM</td>
<td></td>
</tr>
<tr>
<td>Official’s Title: State Superintendent of Education by Division Administrator</td>
<td></td>
</tr>
<tr>
<td>Legal Signature:</td>
<td>Date: 6/24/14</td>
</tr>
<tr>
<td>Legal Printed Name: Marcilene Dutton</td>
<td></td>
</tr>
<tr>
<td>Legal’s Title: Deputy General Counsel</td>
<td></td>
</tr>
<tr>
<td>Fiscal Signature:</td>
<td>Date: 6/24/14</td>
</tr>
<tr>
<td>Fiscal’s Printed Name: Katherine Tople, CPPB</td>
<td></td>
</tr>
<tr>
<td>Fiscal’s Title: Procurement Coordinator</td>
<td></td>
</tr>
<tr>
<td>Agency or University Reference # 586</td>
<td>Project Title</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Contract #</td>
<td>Procurement Method (IFB, RFP, Small, etc):</td>
</tr>
<tr>
<td>IPB Ref. # 22033394</td>
<td>IPB Publication Date:</td>
</tr>
<tr>
<td>Subcontractor Utilization?</td>
<td>Subcontractor Disclosure?</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Obligation #</td>
</tr>
<tr>
<td>Small Business Set-Aside?</td>
<td>Yes</td>
</tr>
<tr>
<td>Minority Owned Business?</td>
<td>Yes</td>
</tr>
<tr>
<td>Female-Owned Business?</td>
<td>Yes</td>
</tr>
<tr>
<td>Persons With Disabilities Owned Business?</td>
<td>Yes</td>
</tr>
<tr>
<td>Other Preferences?</td>
<td></td>
</tr>
</tbody>
</table>

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois State Board of Education is in need of a vendor to provide for translation services as the need arises. These documents can be of a technical, legal or financial nature and may include guidance documents, instructions (including those for state assessments), letters, reports, application packages or information to be posted on the agency’s website. The requests for translation services may be generated by any of the agency’s divisions (see http://www.isbe.net/divlinks.htm for a listing and description) and address educational programs, assessment services, or funding.

1.1.1. Background

The Illinois State Board of Education (ISBE) provides bilingual education services to more than 200,000 students and their families with native language backgrounds that include more than 140 languages. In the school year 2013-14, the top 10 languages spoken by these students were Spanish, Arabic, Polish, Chinese dialects (including Mandarin, Cantonese, and others), Urdu, Pilipino (Tagalog), Gujarati, Russian, Vietnamese, and Korean, with Spanish being spoken by more than 80 percent of students. Additionally, Illinois families speak Albanian/Tosk, Amharic, Bengali, Bosnian, Bulgarian, Cambodian, Farsi, French, German, Greek, Haitian-Creole, Hindi, Italian, Japanese, Lao, Lithuanian, Malayalam, Portuguese, Panjabi (Punjabi), Romanian, Russian, Serbian, Somali, Tamil, Telugu (Telegu), Thai, Turkish, Ukrainian, Vietnamese and Yoruba, among others. For further information on student demographics, please go to www.isbe.net/research/htmls/bilingual.htm and click on “Reports.”

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

1.3. MILESTONES AND DELIVERABLES: During the contract period, the contractor selected under this IFB will be notified in writing by ISBE’s Fiscal and Procurement Division of the opportunity to provide specific services. Each Request for Services will specify the services needed, the timeframe for completion of the services required, and the approximate length of the document for payment purposes.

Generally, a contractor will have two business days in which to provide a price estimate for the specific translation request to ISBE (based on the price structure proposed in Section 2). Once a price estimate is received and approved by ISBE, the contractor will have seven business days to complete the translation, unless the Request for Services states differently. (NOTE: A business day is defined as a weekday (Monday through Friday), not including state holidays, between the hours of 8:00 a.m. and 5:00 p.m., Central Standard Time).

The contractor must have adequate quality control procedures in place to guarantee the accuracy of the translated materials, which must include reviewing and editing the document for meaning, correct grammar and spelling, and proper syntax after the translation has been completed but before submission to ISBE. Any graphics associated with material to be translated are to express the concept accurately and in a manner that is culturally appropriate.
The contractor will not be reimbursed for any additional work necessary due to revisions resulting from errors of the contractor. Additionally, the contents of any materials provided for translation are to be considered confidential and not shared with anyone other than those responsible for providing the required services.

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

1.4. **VENDOR / STAFF SPECIFICATIONS:** Each translator must have a minimum of two years’ experience as a translator in the specific language for which he or she will be used. Each translator must possess strong written language skills both in English and his or her additional language(s).

Bidders must have a minimum of two years translation experience and a background in elementary and secondary education or experience working in elementary or secondary education.

Bidders with translators who possess degrees from institutions of higher education specific to technical translation, foreign language, linguistics or related field; have successfully completed continuing education units in translation services; and/or have certifications from professional translation associations are preferred.

A bidder selected under this IFB must provide evidence (curriculum vitae, resume, etc...) in the bid of meeting at least the minimum requirement and should expect to verify a translator’s qualifications at any time if requested to do so by ISBE during the contract period.

1.5. **TRANSPORTATION AND DELIVERY:** N/A

1.6. **SUBCONTRACTING**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement with a total value of $50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

1.6.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to
the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor’s and subcontractor’s risk.

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: All services will be performed in the United States and at our Chicago office location.

  Value of services performed at this location: Total value.

- Location where services will be performed: Click here to enter text

  Value of services performed at this location: Click here to enter text:
2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Provide the maximum compensation per word cost utilizing English word count for translation services for each applicable language in the chart below. Include both a standard per word rate (work completed in seven business days) and an emergency word rate (fewer than seven business days). The rate will be weighted as indicated in evaluating the proposed pricing to arrive at a total pricing score for the Translation Services.

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

<table>
<thead>
<tr>
<th>Language</th>
<th>Weight applied when evaluating price</th>
<th>Standard per word rate = .90 Weight</th>
<th>Emergency word rate = .10 weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spanish</td>
<td>.95 Weight</td>
<td>$0.085</td>
<td>$0.085</td>
</tr>
<tr>
<td>Arabic</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Polish</td>
<td></td>
<td>$0.095</td>
<td>$0.095</td>
</tr>
<tr>
<td>Chinese dialects (including Mandarin, Cantonese, and others)</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Urdu</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Pilipino (Tagalog)</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Gujarati</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Russian</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Vietnamese</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
<tr>
<td>Korean</td>
<td></td>
<td>$0.16</td>
<td>$0.16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Language</th>
<th>Weight applied when evaluating price</th>
<th>Standard per word rate = .90 Weight</th>
<th>Emergency word rate = .10 weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other*</td>
<td>.05 Weight</td>
<td>$0.35</td>
<td>$0.35</td>
</tr>
</tbody>
</table>

*All other languages may include Albanian/Tosk, Amharic, Bengali, Bosnian, Bulgarian, Cambodian, Farsi, French, German, Greek, Haitian-Creole, Hindi, Italian, Japanese, Lao, Lithuanian, Malayalam, Portuguese, Panjabi (Punjabi), Romanian, Russian, Serbian, Somali, Tamil, Telugu (Telegu), Thai, Turkish, Ukrainian, Vietnamese and Yoruba.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm.
2.3 **EXPENSES ALLOWED:** Expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 2.5% discount for payment within 30 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 **VENDOR’S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1 Vendor’s Price for the Initial Term: N/A

2.5.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1 Agency/University Formula for Determining Renewal Compensation: See Section 2.1.2.

2.5.2.2 Vendor’s Price for Renewal(s): N/A
3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon execution to June 30, 2015. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

3.2 RENEWAL:

3.2.1 Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3 The State reserves the right to renew for a total of three (3) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department’s funding by reserving some or all of the Department’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained on Vendor’s invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall submit invoices to ISBE on a monthly basis, which invoices shall include all background screening services performed by Vendor in the preceding month.

Send invoices to:

<table>
<thead>
<tr>
<th>Agency/University:</th>
<th>Illinois State Board of Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Fiscal and Procurement</td>
</tr>
</tbody>
</table>
4.2 **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, 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. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. 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. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records. 30 ILCS 500/20-65.

4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition.
The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days’ notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily...
4.12 **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency’s director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor’s and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

4.16 **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.19 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following
the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.20 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions and attachments shall prevail.

4.21 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.22 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.23 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall insure that all manufacturers’ warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not
performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
5. SUPPLEMENTAL PROVISIONS

5.1 STATE SUPPLEMENTAL PROVISIONS:

☐ Agency/University Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Exceptions to Attachment DD:

Paragraph 4.9: In addition to the provisions contained therein, the vendor agrees to sign such documentation that may be reasonably requested by the State to insure that title is vested in the State.

Paragraph 4.10: The following provision is DELETED from the contract: “Neither Party shall be liable for incidental, special, consequential or punitive damages.”

Paragraph 4.11: In addition to the provisions contained therein, the vendor agrees to provide: Worker’s Compensation Insurance in amount required by law; and (d) a Professional Liability Insurance Policy with a limit of liability 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 such Services. Unless otherwise agreed to in writing by ISBE, the Contractor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Contractor hereunder. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.

Additions to Attachment DD:

The following additional provisions are added to the provisions of Attachment DD

5. PERFORMANCE OF THE SERVICES. The Vendor 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 set forth in the Proposal. The Vendor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this contract. The Vendor will use personnel
suitably qualified and experienced to perform the Services in accordance with the requirements of this contract. Neither the Vendor nor its personnel or subcontractors shall be considered agents or employees of the Agency or the State. In all instances where removal of electrical outlets is conducted, the holes shall be properly patched, and the hardware returned to the designated ISBE employee.

6. VENDOR DEFAULT: The occurrence of any one or more of the following matters constitutes a default by the Vendor under this contract (a “Vendor Default”):

6.1 The Vendor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

6.1.1 The Vendor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or of the Vendor’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 Vendor or for all or any part of the Vendor’s property;

6.1.2 Any case, proceeding or other action against the Vendor shall be commenced (a) seeking to have an order for relief entered against the Vendor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or the Vendor’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 Vendor or for all or any part of the Vendor’s property;

6.1.3 The breach of any representation, certification or warranty made by the Vendor herein or the Vendor’s failure to comply with any provision of this contract; or

6.1.4 The Vendor’s attempts to assign, convey or transfer this contract or any interest herein without the Agency’s prior written consent.

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

7. ETHICS TRAINING. The Vendor shall, at least annually, at the time and in a form chosen by the Agency in its sole discretion, complete ethics training pursuant to the State Officials and Employees Ethics Act, 5 ICLS 430/1 et. seq., sign a form acknowledging the completion of such training, and submit such form to the Agency’s Ethics Officer by a date determined by the Agency on an annual basis.

8. WEBSITE INCORPORATION. The Agency expressly states that it will not be bound by any content on the Vendor’s website, even if the Vendor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Agency 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 the Agency.

9. GENERAL PROVISIONS.

9.1 Entirety. This contract, 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 contract is to include items and services necessary for the proper execution and completion of the Services by the Vendor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the contract, whether or not such items and services are specifically mentioned herein.

9.2 **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 contract:

(i) This contract, excluding the Exhibits.
(ii) Exhibits [in preferential order]

9.3 **Certifications and Assurances.** The Vendor 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 Section apply to this contract the same as though they were incorporated and included herein. The Vendor represents and warrants that all of the certifications and assurances set forth on Exhibit D attached hereto are and shall remain true and correct.

9.4 **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) document by any of the Parties shall have the same effect as original signatures.

9.5 **Cumulative Rights.** Except as otherwise provided in this contract, rights and remedies available to the Agency and/or the Vendor as set forth in this contract 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 the Agency and/or the Vendor in any provision of this contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

9.6 **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the “Stevens Amendment”) due to the use of 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. Approximately 100% of funds for this contract during the initial term ($73,500) will be from federal sources.

9.7 **Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.**

☐ Other (describe)

Click here to enter text.

5.2 **VENDOR SUPPLEMENTAL PROVISIONS**

☐ Vendor Supplemental Provisions:

Click here to enter text.
6. **STANDARD CERTIFICATIONS**

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor 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.

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

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor 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.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor 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 who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

6.8 If Vendor has been convicted of a felony, Vendor certifies 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.

6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor 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, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)

6.11 Vendor certifies that it and its affiliates 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 Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.

6.15 Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

6.16 Vendor certifies that it 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.

6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

6.20 Drug Free Workplace

6.20.1 If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

6.20.2 If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it 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.

6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

6.24 Vendor certifies it 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.

6.25 Vendor 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 or indentured labor under penal sanction. 30 ILCS 583.

6.26 Vendor certifies 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 12. 30 ILCS 584.

6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

6.28 Vendor 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 Vendors 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.

6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa). 30 ILCS 587.
6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

☐

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

☐

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

☐

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must
provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☑ Vendor

☐ Vendor’s Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000

☐ Subcontractor’s Parent Entity(ies) (100% ownership) > $50,000

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<tr>
<th>Project Name</th>
<th>Illinois State Board of Education - Translation Services</th>
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<tr>
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<td>Vendor Name</td>
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<td>Instrument of Ownership or Beneficial Interest</td>
<td>Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) ☐ If you selected Other, please describe: Click here to enter text.</td>
</tr>
</tbody>
</table>
You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.
STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

| TABLE – X |
|---|---|---|---|
| Name | Address | Percentage of Ownership | $ Value of Ownership |
| Dr. Jill K. Bishop | 2518 W. Armitage Avenue, Chicago IL 60647 | 100% | N/A |
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Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

| TABLE – Y |
|---|---|---|---|
| Name | Address | % of Distributive Income | $ Value of Distributive Income |
| Dr. Jill K. Bishop | 2518 W. Armitage Avenue, Chicago IL 60647 | 100% | N/A |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
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| Click here to enter text. | Click here to enter text. | Click here to enter text. | Click here to enter text. |
Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

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**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over $25,000)

(Subcontractors with subcontract annual value of more than $50,000 must complete)

☒ Yes ☐ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information.

<table>
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<tr>
<th>Name</th>
<th>Address</th>
<th>Relationship to Disclosing Entity</th>
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<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
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</table>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.
**STEP 4**

**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Dr. Jill K. Bishop

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? □ Yes ☒ No

2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? □ Yes ☒ No

3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? □ Yes ☒ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? □ Yes ☒ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor’s total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? □ Yes ☒ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor’s distributable income or an amount of distributable income in excess of two times the salary of the Governor? □ Yes ☒ No

**STEP 5**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

(Complete only if bid, offer, or contract has an annual value over $25,000)

(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Dr. Jill K. Bishop

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? □ Yes ☒ No

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? □ Yes ☒ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? □ Yes □ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? □ Yes □ No

5. Do you hold or have you held in the previous 3 years 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? □ Yes □ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? □ Yes □ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? □ Yes □ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? □ Yes □ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? □ Yes □ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? □ Yes □ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.
STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Dr. Jill K. Bishop

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? □ Yes ☑ No
2. Within the previous ten years, have you had any professional licensure discipline? □ Yes ☑ No
3. Within the previous ten years, have you had any bankruptcies? □ Yes ☑ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? □ Yes ☑ No
5. Within the previous ten years, have you had any criminal felony convictions? □ Yes ☑ No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Click here to enter text.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☑ Yes □ No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

<table>
<thead>
<tr>
<th>Agency/University</th>
<th>Project Title</th>
<th>Status</th>
<th>Value</th>
<th>Contract Reference/P.O./Illinois Procurement Bulletin #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illinois State Board of Education</td>
<td>SBE – Special Education Translation</td>
<td>Contract in place to 6/30/2014 with renewal option</td>
<td>$273,125.00</td>
<td>Contract #MY10812</td>
</tr>
<tr>
<td>Central</td>
<td>Translation and</td>
<td>Contract in place</td>
<td>$900,000.00</td>
<td>CMS4819290</td>
</tr>
</tbody>
</table>

State of Illinois IFB
Contract: Financial Disclosures and Conflicts of Interest
V. 13.5
| Management Services | Interpretation Services Master Contract | through December 31, 2016, with options to renew. |

Please explain the procurement relationship: Click here to enter text.
This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Multilingual Connections, LLC

Signature: [Signature]

Printed Name: Hilary Hodge

Title: VP of Operations

Phone Number: (773) 292-5500

Email Address: hilary@mlconnections.com

Date: May 19, 2014
8. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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, consortia or projects commissioned by the Government of Iran and:

- 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
- 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. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

☐ 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:

Click here to enter text.
A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Bidders must review and complete certification #31 in the Standard Certifications (§6 of the Contract).

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State’s Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY OF STATE’S CERTIFICATE OF GOOD STANDING
1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor’s bid or offer. Please complete the appropriate sections below:

   Name of Company (and DBA): Multilingual Connections, LLC.

   ☑ (check if applicable) The number is not required as the company has employed 14 or fewer 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).

   IDHR Public Contracts Number: N/A Expiration Date: N/A.

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: N/A.

3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 III. Adm. Code 750.210(a).

4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

5. If Vendor’s organization holds an expired number, it must re-register with the Department of Human Rights.

6. Vendor may obtain an application form by:

   6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

   6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

   6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.
<p>| 1. | Name of Business (Official Name and D/B/A): Multilingual Connections, LLC |
| 3. | If a Division or Subsidiary of another organization, provide the name and address of the parent: N/A |
| 4. | Billing Address: 2518 W. Armitage Avenue, Chicago, IL 60647 |
| 5. | Name of Chief Executive Officer: Dr. Jill K. Bishop |
| 6. | Vendor Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail): Dr. Jill K. Bishop, Founder &amp; President 2518 W. Armitage Avenue, Chicago IL 60647 P. (773) 292-5500; F. (312) 488-4116 Email: <a href="mailto:jill@mlconnections.com">jill@mlconnections.com</a> |
| 7. | Company Web Site: <a href="http://www.multilingualconnections.com">www.multilingualconnections.com</a> |
| 8. | Type of Entity (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below): LLC |
| 9. | Length of Time in Business: 8 years |
| 10. | Annual Sales (for most recently completed Fiscal Year): $1,198,000.00 |
| 11. | Number of Full-Time Employees (average from most recent Fiscal Year): 11 |
| 12. | Type of and description of business: Language Services: Translation, Interpretation, Transcription, Training |
| 13. | State of incorporation, state of formation or state of organization: Illinois |
| 14. | Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor’s performance under the terms of this solicitation. 2518 W. Armitage Avenue, Chicago IL 60647 P. (773) 292-5500; F. (312) 488-4116. |
| 15. | Is your company at least 51% owned and controlled by individuals in one of the following categories? If “Yes,” please check the category that applies: |
| 15.1 | Minority (30 ILCS 575/2(A)(1) &amp; (3)) □ Yes |
| 15.2 | Female (30 ILCS 575/2(A)(2) &amp; (4)) ☒ Yes |
| 15.3 | Person with Disability (30 ILCS 575/2(A)(2.05) &amp; (2.1)) □ Yes |
| 15.4 | Disadvantaged (49 CFR 6) ☒ Yes |</p>
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<td>15.5</td>
<td>Veteran (30 ILCS 500/45-57)</td>
<td>□ Yes</td>
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<tr>
<td>15.6</td>
<td>Small Business (30 ILCS 500/45-45)</td>
<td>✗ Yes</td>
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ATTACHMENT DD

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that 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 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.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.

- If you are a sole proprietor, then enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or Employer Identification Number (EIN).

- If you are a single-member LLC that is disregarded as an entity separate from its owner, then 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, then 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: Dr. Jill K. Bishop
Business Name: Multilingual Connections, LLC
Taxpayer Identification Number

Social Security Number: [redacted]
Or
Employer Identification Number: [redacted]

Legal Status (check one):
- Individual
- Sole Proprietor
- Partnership
- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

D = disregarded entity
CA corporation

Signature of Authorized Representative: [signature]

Date: Monday, May 19, 2014
ATTACHMENT EE

Provide references from established firms or government agencies (0) other than the procuring agency/university that can attest to Vendor’s experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): Illinois Department of Children and Family Services

Contact Person (name, address, phone, and email address):
Tony Correa
406 E. Monroe Station, #65-D
Springfield, IL 62701
Office: 217-524-1924
Tony.Correa@illinois.gov

Type of Supplies/Services Provided:

Multilingual Connections has been a proud CMS vendor since 2008, translating hundreds of thousands of words and performing both onsite and telephonic interpretation in varied contexts. Text types include case files, administrative hearing filings and notices, forms and applications, newsletters, and much more. Spanish and many other languages.


Contact Person (name, address, and phone):
Sandra Begue
400 West Monroe, Suite 303, PO Box 5240
Springfield, IL 62705
Office: 217-782-3655
Sandra.Begue@osad.il.us

Type of Supplies/Services Provided:

Written translation services, onsite and telephonic interpretation in Spanish and other languages. (IL CMS)


Contact Person (name, address, and phone):
Rachael Katz
33 S. State Street, 9th Floor
Chicago, IL 60603
Office: 312-793-5325
Rachael.Katz@illinois.gov

Type of Supplies/Services Provided:
Multilingual Connections worked with the Department of Employment Security to provide written translations of documents such as notices, application forms (unemployment insurance claims), instructions for appeal, program brochures and materials (job seeker, employment resources, fidelity bonding, re-entry employment services, “Learn More Earn More”), press releases, and letters. (IL CMS)

ADDITIONAL REFERENCES:

1. Firm/Government Agency/University (name): Illinois Secretary of State
   Contact Person (name, address, and phone):
   Nick Whitlow
   124 Howlett Bldg.
   Springfield, IL 62756
   Office: 217-782-0828
   nwhitlow@ilsos.net
   Date of Supplies/Services Provided:
   Multilingual Connections has provided written translation services under multiple contracts for the Secretary of State since 2008, with a total value of approximately $30,000.00.
   Type of Supplies/Services Provided:
   Services have included translation and editing of election and government documents in Spanish, Chinese, Polish, and Hindi. For several years in a row, Multilingual has managed the translation and typesetting of the “Rules of the Road” Illinois driver’s manual.

2. Firm/Government Agency/University (name): Oregon Student Access Commission
   Contact Person (name, address, and phone):
   Lori Ellis
   1500 Valley River Drive, Suite 100
   Eugene, OR 97401
   Office: 541-687-7471
   Ellis_L@osac.state.or.us
   Date of Supplies/Services Provided:
   Multilingual Connections provided written translation services under Contract #107-3041-12, which ended September 30, 2012, and with a total value of $17,551.60.
   Type of Supplies/Services Provided:
   Written translation services in Spanish and Japanese, and voice recordings of Spanish and Japanese translations.

3. Firm/Government Agency/University (name): Illinois WorkNet – Center for Workforce Development
   Contact Person (name, address, and phone):
   Chelsea Jones
   2450 Foundation Drive, Suite 100
STATE OF ILLINOIS
REFERENCES

ATTACHMENT EE

Springfield, IL 62703
Office: 217-303-5864
cjones@siuccwd.com

Date of Supplies/Services Provided: June 2012 – present, Written translations in Spanish
Type of Supplies/Services Provided: Written translation in Spanish

Vendor Name: Multilingual Connections, LLC

Return Mailing Address: 2518 W. Armitage Avenue, Chicago, IL 60647
Multilingual Connections, LLC agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

<table>
<thead>
<tr>
<th>Section/Subsection #</th>
<th>New Provision(s), # et. seq.</th>
<th>Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.</th>
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### STANDARD TERMS AND CONDITIONS

State the exception such as "add," "replace," and/or "delete."

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<tr>
<th>Section/Subsection New Number, Title of New Subsection:</th>
<th>State the new additional term or condition.</th>
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### ADDITIONAL TERMS AND CONDITIONS

State the exception such as "add," "replace," and/or "delete."

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<tr>
<th>Section/Subsection New Number, Title of New Subsection:</th>
<th>State the new additional term or condition.</th>
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Illinois State Board of Education hereby agrees to the exceptions provided by Click here to enter text and to the Additional Terms and Conditions provided by Click here to enter text.

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<td>By: Click here to enter text</td>
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<td>Signed: Click here to enter text</td>
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</table>
Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or who has aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS IS THE CERTIFICATE OF REGISTRATION
May 31, 2013

Jill K Bishop
Multilingual Connections LLC
2518 West Armitage
Chicago, IL 60647-4325

Re: FBE Recognition Certification Approval (WBDC)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women's Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Female Business Enterprise (FBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

- Professional Education/Training Services
- Services, Educators
- Services, Human Resource
- Services, Sign Language Interpretation
- Services, Training
- Services, Translation
- Services, Vocational Training

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.
Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutierrez
Certification Manager
Business Enterprise Program

(L23)
March 12, 2013

Jill K. Bishop
Multilingual Connections, LLC
2934 N. Milwaukee Ave., STE C
Chicago, IL 60618-7451

Dear Ms. Bishop:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **February 1, 2014.** Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.metrarail.com](http://www.metrarail.com). Under the Business Diversity (DBE) link. Your firm’s name will appear in the IL UCP DBE Directory under the following:

- **NAICS Code(s):** 541930,611430
- **Specialty:** 541930-Multilingual Translation, Transcription and Interpretation Services
  611430-Language and Diversity Training

Your participation on contracts will only be credited toward DBE contract goals when your firm performs a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

[Signature]

Janice R. Thomas, CPPB
Director
Office of Business Diversity and Civil Rights

JRT: ms/rw
WBENC hereby grants

National Women's Business Enterprise Certification

to

Multilingual Connections, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Expiration Date: 11/01/2014
WBENC National Certificate Number: 2005114192

NAICS Codes: 541930, 611630
UNSPSC Codes: 82110000, 90121702

WBENC National WBE Certification was processed and validated by Women's Business Development Center – Chicago, a WBENC Regional Partner Organization.

Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center – Chicago

WOMEN'S BUSINESS DEVELOPMENT CENTER
Your growth is our business.
Registration No. 17695

Multilingual Connections
2934 N. Milwaukee Ave.
Suite C
Chicago IL 60618

Information for this business last updated on:
Wednesday, January 16, 2013
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Jill Kushner Bishop

Business name/disregarded entity name, if different from above
Multilingual Connections

Check appropriate box for federal tax classification:
- Individual/sole proprietor □ C Corporation □ S Corporation □ Partnership □ Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
- Exempt payee

Address (number, street, and apt. or suite no.)
2518 W. Armitage Ave.
City, state, and ZIP code
Chicago IL 60647

List account number(s) here (optional)

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3, or for other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the General Instructions.

Sign Here
Signature of U.S. person □
Date □ February 10, 2014

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.