

STATE OF ILLINOIS
REQUEST FOR SEALED PROPOSALS (RFSP)

Illinois State Board of Education

Lead Partners to Support District and School Improvement Efforts for the 1003(g) School Improvement Grant
22031496

The Illinois State Board of Education ("Agency") requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation.

Brief Description:

The Illinois State Board of Education (ISBE) seeks applications from qualified entities to serve as ISBE-approved Lead Partners to offer services and programs designed to assist school districts [local educational agencies (LEAs)] with school improvement efforts in Illinois' persistently lowest performing schools. Successful bidders to this solicitation may be contracted for these services and programs in one of two ways:

- Directly by an LEA that has successfully competed for a School Improvement Grant pursuant to Title I, Section 1003(g) of the Elementary and Secondary Education Act of 1965 or;
- Directly with ISBE to support LEA activities or as part of a direct state intervention. This will include working with ISBE, the LEA, and the school.

The possible resulting contract between the LEA or ISBE and the Lead Partner shall have an initial term of no more than three years from the execution of the agreement subject to deadlines and funding availability of the School Improvement 1003 (g) Grant received by the LEA. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. HOW TO ENTER INFORMATION: Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.

A.2. PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The Agency will not be held responsible if Offeror fails to receive the optional e-mail notices.

A.3. SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to any other person.

Solicitation Contact: Jason Perry	Phone: 217-785-8777
Agency/University: Illinois State Board of Education	Fax: 217-782-5727
Street Address: 100 North First Street W-380	TDD: n/a
City, State Zip: Springfield, IL 62777	
Email: jperry@isbe.net	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE: All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than August 1, 2013. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Offeror Conference/Site Visit: Yes No

Mandatory Attendance: Yes No

A.6. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: August 8, 2013

Time: 2:00 PM CDT

A.6.2. Offer Firm Time: The Offer must remain firm for 120 days from opening.

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency/University: Illinois State Board of Education	“Sealed Bid – Do Not Open”
Attn: Jason Perry	Project Title & Reference #: Lead Partners to Support District and School Improvement Efforts for the 1003(g) School Improvement Grant #22031496
Address: 100 North First Street	Due Date & Time: August 8, 2013 2:00 PM CDT
City, State Zip: Springfield, IL 62777	<i>Offeror Name</i>
Project Title & Reference #: Lead Partners to Support District and School Improvement Efforts for the 1003(g) School Improvement Grant #22031496	<i>Offeror City, State Zip</i>

A.7. ORGANIZATION REQUIRED: Offers must be submitted in three packets. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and applicable attachments. Separately seal each packet.

A.7.1. **OFFEROR’S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – Packet 1**

A.7.2. **OFFEROR PRICING OFFER – Packet 2**

A.7.3. **ATTACHMENTS AA through CC, FF through KK, and MM – Packet 3, Tab 1**

A.7.4. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS – Packet 3, Tab 2**

Offeror Supplemental Provisions (This does not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an offeror’s position or, for example, an offeror’s licensing agreement).

A.7.5. **OFFEROR-PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT LL - EXCEPTIONS - Packet 3 Tab 3**

A.7.5.1. Any additional material, confidential documents, and any exceptions must be noted on this page. If appropriate, include the redacted copy of the Offer here.

A.7.5.2. Exceptions must be provided on Agency’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.

A.7.5.3. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.

A.8. SUBMISSION OF OFFERS: Offer must be submitted in three separately sealed packets as indicated below and clearly labeled with the Request for Sealed Proposal title, the packet number, the Offeror's name and the wording: **"Sealed Offer – Do Not Open."** The three separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in three individual/shipping boxes. The three portions of the Offer should not be included on one CD or USB. Pricing must be on a separate CD or USB unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	5	2 (one word, one pdf)
PRICING – PACKET 2	1	1	2 (one word, one pdf)
OTHER FORMS AND CDs/USBs – PACKET 3	1	1	0

A.9. SECURITY: Performance Bond: \$0 If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.10. SMALL BUSINESS SET-ASIDE: Yes No. If "Yes" is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror's business in the Small Business Set-Aside Program, visit (http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx).

A.11. MINORITY CONTRACTOR INITIATIVE: The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror 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 Offeror under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

A.12. FEDERAL FUNDS: The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.

A.13. EMPLOYMENT TAX CREDIT: Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.14. GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PARTS 1, 4, 6 & 8) are applicable to this solicitation

and may be viewed by users registered for the Illinois Procurement Bulletin at (www.purchase.state.il.us).

- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- A.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.
- A.18. REFERENCES:** Yes No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, who can attest to Offeror’s experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References:

Professional

Number of Each Reference Type: 4

A.19. INVOICING ADDRESS: Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency: Illinois State Board of Education
Attn: Division Administrator, Statewide System of Support
Address: 100 North First Street
City, State Zip: Springfield, IL 62777

Offeror shall not bill for any taxes unless accompanied by proof the Agency is subject to the tax. If necessary, Offeror may request the applicable Agency's/University's Illinois tax exemption number and federal tax exemption information.

A.20. PROTEST REVIEW OFFICE: Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office Phone: (217) 558-3724
Attn: Protest Review Office Facsimile: (217) 558-2164
401 S. Spring Street
Suite 515 Stratton Office Building Illinois Relay: (800) 526-0844
Springfield, IL 62706

A.21. EVALUATION PROCESS: The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

A.21.1. RESPONSIVENESS: A responsive offeror is one who submits an offer that conforms in all material respects to the Request for Sealed Proposal, and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois

prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications, and provide any required documentation.

- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

A.21.1.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.

A.21.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.3. The State will determine whether offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a offerof correct deficiencies as a condition of further evaluation.

A.21.2. **RESPONSIBILITY:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the offeror is a "Responsible" offeror; a offeror with whom the State can or should do business. For example, the State may consider the following:

A.21.2.1. A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for sealed proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties,

has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business who contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

- A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
 - A.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.
 - A.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.
- A.21.3. **PRICE:** The State identifies the lowest priced Offer that meets, Responsibility and Responsiveness requirements.

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The Agency ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the Agency does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is **1,000**.

B.4.2. RESPONSIVENESS ELEMENTS

Criteria	Points Available
Work Plan	860
Qualifications	140

- B.5.** The total number of points for Price is 200. The Price should be based on the region in which the entity is willing to provide services. This will be a projected price. The bidder should propose what regions of the state they will provide services using the System of Support Regions (See attachment NN for System of Support Regional Map). LEA's or ISBE will negotiate the services needed for the district and the final cost with the approved provider. Travel expenses, including mileage and, where overnight stay is required, lodging and per diem, are subject to the [Governor's Travel Control Board](#) for State of Illinois employees and any annual changes therein. The State will determine Price points using the following formula for each System of Support Region proposed:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Offeror's Price}) = \text{Total Price Points}$$

- B.6.** The maximum number of points is 1,200 (Responsiveness 1,000 + Price 200). Bidder must receive 700 Responsiveness points in order for Price points to be added to the score.

**STATE OF ILLINOIS
OFFER**

- C.** Project Title / Reference # Lead Partners to Support District and School Improvement Efforts for the 1003(g) School Improvement Grant #22031496

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

- C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Sealed Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes No

- C.2. ADDENDA:** Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes No N/A

- C.3. OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

Yes No N/A

- C.4. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

- C.5. BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No N/A

- C.6. SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes No N/A

C.7. PACKET 1: Yes No

- 7.1. Offeror's Proposed Solution to Meet the Agency's Requirements Yes No
- 7.2. Milestones and Deliverables Yes No
- 7.3. Offeror/Staff Specifications Yes No
- 7.4. Transportation and Delivery Terms Yes No N/A
- 7.5. Subcontracting Disclosed Yes No N/A
- 7.6. Where Services Are to Be Performed Yes No N/A

C.8. PACKET 2 – PRICING:

Yes No

C.9. PACKET 3: Yes No

- 9.1. Offer Yes No
- 9.2. Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG Yes No N/A
- 9.3. Illinois Department of Human Rights Public Contracts Number Yes No
- 9.4. Supplemental Terms and Conditions Yes No
- 9.5. Subcontractor Disclosure Yes No
- 9.6. Standard Certifications Yes No
- 9.7. Financial Disclosures and Conflicts of Interest Yes No
- 9.8. Disclosure of Business Operations in Iran Yes No
- 9.9. Business Directory Information Yes No
- 9.10. References Yes No N/A
- 9.11. Offeror Provided Additional Material, Confidential Documents and Exceptions Yes No
- 9.12. Taxpayer Identification Number Yes No
- 9.13. Redacted Copy of Offer with confidential information deleted Yes No

C.10. PACKET 4 – MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN WITH YES AND NO BOXES

C.11. PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other State (30 ILCS 520).
- Illinois Mined Coal Act (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veteran’s Preference (330 ILCS 55).

Items that Qualify and Explanation: [Click here to enter text.](#)

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL: The Illinois State Board of Education (ISBE) seeks applications from qualified entities to serve as ISBE-approved Lead Partners to offer services and programs designed to assist school districts [local educational agencies (LEAs)] with school improvement efforts in Illinois' persistently lowest performing schools. Successful bidders to this solicitation may be contracted for these services and programs in one of two ways: Directly by an LEA that has successfully competed for a School Improvement Grant pursuant to Title I, Section 1003(g) of the Elementary and Secondary Education Act of 1965 or; directly with ISBE to support LEA activities or as part of a direct state intervention. This will include working with ISBE, the LEA, and the school.

1.1.1. BACKGROUND

The School Improvement Grants (SIG) program is authorized by Section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (ESEA). These funds are made available from the United States Department of Education (ED) to state education agencies (SEAs) to provide subgrants to local education agencies (LEAs) for use in Title I and Title I-eligible schools for the purpose of providing assistance for school improvement, consistent with section 1116 of the ESEA. In awarding such subgrants, the SEA must give priority to those LEAs with the lowest-achieving schools (Tier I and Tier II) that demonstrate: (A) the greatest need for these funds; and (B) the strongest commitment to ensuring that such funds are used to provide adequate resources to enable the lowest-achieving schools to meet the goals under school and district improvement, corrective action, and restructuring plans under section 1116. These requirements were further defined by the requirements published in the [Federal Register](#) on October 28, 2010. As a result of the specific, intensive, reform efforts, including the full implementation of one of the ED intervention models, it is expected that these schools will make adequate yearly progress (AYP) and exit improvement status.

Under the final SIG 1003(g) requirements, the LEA must implement one of the four ED-approved school intervention models which include: Turnaround, Restart, School Closure, or Transformation. The specifications for these intervention models are detailed in the Guidance on School Improvement Grants under Section 1003(g) of the Elementary and Secondary Education Act of 1965 issued by ED (see <http://www2.ed.gov/programs/sif/sigguidance05242010.pdf>).

In Illinois, LEAs that are awarded SIG 1003(g) funds through a competitive process are required to work with an approved Lead Partner to implement the selected intervention model. Lead Partners are entities external to the LEA and the participating schools with proven expertise in school reform as well as demonstrated success in turning around persistently low-performing schools. Both the LEA and the Lead Partner share accountability for the successful implementation of the selected intervention model with the ultimate goal of substantially raising student achievement. Lead Partners are responsible for implementing coherent, whole-school reform efforts that integrate structural and programmatic interventions. A Lead Partner must be prepared to provide daily on-site support, leadership, and assistance in the participating school and LEA. Only one Lead Partner may serve each participating Tier I/Tier II school within an LEA.

Funding for Lead Partners under this RFSP will be provided primarily by those LEAs which have been awarded School Improvement Grants under a separate Request for Proposals (RFP). In winter 2013, the SIG 1003(g) RFP will be released, making funds available for the fiscal year FY 2015 implementation phase to be conducted during the 2014-2015 school year. A list of eligible SIG 1003(g) Tier I and Tier II schools can be found at http://www.isbe.net/sos/htmls/sip_1003.htm. In some instances, funding for Lead Partners may also be provided by ISBE.

Inclusion on the list of approved Lead Partners does not guarantee that each bidder will receive a contract from either an LEA or ISBE. Additionally, bidders should be aware that the structure and requirements of

having approved status as a partner are based on the Guidance on School Improvement Grants under Section 1003(g) of the Elementary and Secondary Education Act of 1965 issued by ED (see <http://www2.ed.gov/programs/sif/sigguidance05242010.pdf>) which is subject to change. Based on the ED intervention model selected for each Tier I or Tier II school, the LEA will negotiate with its proposed Lead Partner to determine the final amount to be paid for the services and support provided. Applicants are advised that all expenditure requests are subject to approval by ISBE, and approved requests will be included in the SIG 1003(g) grant agreement.

Should ISBE choose to contract directly with an approved Lead Partner, funding will be negotiated based upon the needs of the LEA to be served and the services and programs to be provided.

The contract must include terms of performance including, at a minimum, measurable and time-specific services to be provided, and it must include financial terms that establish, at a minimum, the amounts to be paid for services rendered. LEAs are directly responsible for paying the selected Lead Partners pursuant to their executed contracts. In all cases, the agreement must maintain the contractual authority for the LEA to terminate contracts with Lead Partners when identified benchmarks are not achieved, and/or specific outcomes are not accomplished. All contractual terms must align with the SIG 1003(g) requirements, and all Lead Partners must implement their services in accordance with the LEAs' approved grant agreements.

Once a Lead Partner is selected to be on the approved provider list they will stay on the list provided there is sufficient funding and the entity's work is satisfactory. If a Lead Partner has unacceptable evaluations and past performances, the Lead Partner may be removed from the list and will not be able to partner with a school district or LEA as a Lead Partner in the future. Once on the approved provider list, a Lead Partner may contract with an awarded SIG grantee for no more than three years, which is the length of the grant.

School districts entering into contracts with an approved partner will negotiate the terms through a Memorandum of Understanding (MOU). An MOU should be entered into each year with the school district and the Lead Partner. The initial contract period for Lead Partners must coincide with and may not exceed the initial grant period (i.e. FY 2014 implementation phase) established for SIG recipients by ISBE. The grant period for an awarded SIG grant will begin no sooner than July 1, 2013 and will extend from the execution date of the grant agreement until June 30, 2014 (FY 2014). Continuation of service beyond the initial contract period requires available federal funding, continued status as an approved ISBE Lead Partner, and the production of evidence of significantly improved student achievement and/or achievement of the identified project goals.

It is possible that several contracts will be awarded from this procurement. In some instances, ISBE may choose to contract directly with an approved provider to support LEA activities or as part of a direct, State intervention. Services initiated by the State will be negotiated based upon the needs of the LEA to be served and may include any combination of the following activities:

- Working with ISBE, selected LEAs, and participating schools to perform a comprehensive audit of the district and school;
- Coordinating efforts with all involved stakeholders on the development of an intervention plan and its implementation; and
- Implementing a coherent, whole-school intervention model in partnership with the LEA.

In the instances where ISBE contracts directly with a Lead Partner the contract period will begin no sooner than July 1 and will run through the end of the respective fiscal year (i.e., June 30) for which the contract was first initiated. The Illinois State Board of Education at its sole option may renew a contract for up to two additional fiscal years. A Lead Partner whose work is satisfactory may continue on the list for ten years. No contract will be initiated under this procurement after July 1, 2020 and any contract renewal terms resulting

from this procurement must end by June 30, 2023. The entity may then reapply to be on the list. Funding in any subsequent year will be contingent upon sufficient funding for the program, satisfactory progress in the preceding contract year, past performances and satisfactory evaluations. If the scope of work that an entity provides changes from what they originally proposed they may be asked to submit a new proposal to be considered as still eligible to be a Lead Partner.

1.1.2. OVERVIEW

Lead Partners must have a demonstrated record of successful and effective work with academically underperforming LEAs and schools. Eligible bidders include Institutions of Higher Education (IHE), community-based organizations, not-for-profit, and for-profit entities provided they can show evidence of their record of success in supporting academically underperforming schools and districts and can otherwise demonstrate the qualifications required by this RFSP. Lead Partners are contracted by the LEA, and in some cases ISBE, for the purpose of providing expertise and direction in turning around persistently low-performing schools. For the purposes of this RFSP, the terms “turnaround” and “turning around” are used generically to characterize the three targeted school improvement efforts as defined by the federal SIG program (i.e., turnaround, transformation, and restart).

In participating SIG schools, the LEA maintains appropriate and adequate autonomy over the administrative and operational services provided by the LEA (e.g., special education and bilingual education services, transportation, food service, accounting, payroll, procurement, and office services). Lead Partners are hired to help radically change the course for low-performing schools by providing comprehensive services. As such, Lead Partner applicants are advised that their role goes beyond technical assistance and professional development. The Lead Partner’s role is to assess existing conditions, identify deficiencies and contributing factors that are inhibiting the school’s ability to maintain appropriate levels of student achievement, and make recommendations for school improvement. Additionally, the Lead Partner is jointly accountable with the LEA for the implementation of the reform strategies as well as the outcomes.

The scope of work for Lead Partners is summarized below.

1.1.2.1. The Lead Partner will be required to negotiate with the LEA to ensure appropriate and adequate autonomy over staffing, curriculum and instruction, scheduling, and budgets. In some instances, establishing these autonomies may require negotiation and the creation of waivers or memoranda of understanding (MOU) with staff that provide flexibility from a collective bargaining agreement. The specific autonomies provided to the Lead Partner must be agreed to by the LEA and described in the contract/MOU developed by the LEA and the Lead Partner prior to receiving full SIG 1003(g) funding from ISBE for implementation of the intervention model.

1.1.2.2. The Lead Partner is responsible for providing services, resources, and assistance to the LEA to effectuate the LEA’s plan for implementation of the SIG 1003(g) as executed in the LEA’s grant agreement with ISBE.

1.1.2.3. Lead Partners and LEAs are required to participate in data collection, evaluation, and reporting activities as specified by ED and ISBE. Some of the accountability indicators to be included as a part of these activities (i.e., data collection, evaluation, and reporting) are listed below. Lead Partner applicants are advised that additional criteria may be added to the list by ED or ISBE as necessary. ISBE requires the specific incorporation of the following accountability measures into all contracts (i.e., MOU) between LEAs and Lead Partners.

- 1.1.2.3.1. Number of minutes within the school year;
- 1.1.2.3.2. Student participation rate on ISAT or PSAT in reading/language arts and in mathematics, by student subgroup;
- 1.1.2.3.3. Dropout rate;
- 1.1.2.3.4. Student attendance rate;
- 1.1.2.3.5. Number and percentage of students completing advanced coursework (e.g., Advanced Placement (AP), International Baccalaureate (IB), early-college high schools, or dual enrollment classes);
- 1.1.2.3.6. Discipline incidents;
- 1.1.2.3.7. Truants;
- 1.1.2.3.8. Distribution of teachers by performance level on the LEA's teacher evaluation system;
- 1.1.2.3.9. Teacher attendance rate;
- 1.1.2.3.10. School climate and culture; and
- 1.1.2.3.11. Teacher and principal effectiveness.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

A committee comprised of ISBE staff and external experts will review all proposals submitted for the Lead Partner. The review committee may ask for additional information or clarification from bidders.

Each proposal will be reviewed upon submission for completeness. Incomplete proposals will not be reviewed.

Each proposal will be given an overall rating of approved, not approved, or provisional approval. A provisional approval will:

- Allow the partner to operate only in a limited number of schools and/or districts; and/or
- Limit the partner's operations to a specific grade span; and/or
- Condition approval on adherence to certain requirements or program modifications specified by ISBE.

A provisional approval might apply to an applicant whose work is "untested" in Illinois, but who shows promise. In these instances, ISBE would reserve the right to pair the Lead Partner "conditionally" and observe for results before entertaining an appeal for a designation change to operate "state-wide" as an approved partner without conditions.

Proposals may receive up to a maximum score value of 1,200 points and must receive at least 700 Responsiveness points for the price points to be considered to be awarded a Lead Partner contract under this solicitation.

1.2.1. Criteria for Narrative Description – 1,000 points

1.2.1.1. Work Plan: The total number of points for the work plan review is 860. The bidder's work plan will be evaluated against the scope of work outlined in this RFSP and in accordance with the following criteria.

There is sufficient evidence that the bidder:

1.2.1.1.1. Has well-defined, comprehensive services, strategies, and plans meeting the requirements and expectations set forth in the proposal. **(580 points possible)**

1.2.1.1.1.1 COMPREHENSIVE AUDIT: 40 POINTS

Described the process and measures that will be used to perform a comprehensive audit that carefully analyzes the following: LEA's and school's:

1. current programs,
2. practices, and
3. policies

in order to assess:

1. the overall structure,
2. curriculum,
3. school climate,
4. instruction,
5. finances,
6. program effectiveness,
7. human capital, and
8. governance of the system

so as to address areas of need and plan for systemic change.

1.2.1.1.1.2. COMMUNITY INVOLVEMENT AND ENGAGEMENT: 40 POINTS

Described how the applicant intends to:

1. develop and maintain meaningful partnerships with parents and the community;
2. include any formal partnerships with community based organizations.

Indicated how the applicant plans to integrate:

1. parents;
2. the business community;
3. community organizations;
4. State and local officials; and
5. other stakeholders into the reform process.

Discussed how parents, guardians, and family members will be engaged to establish and support a culture of high expectations, with a description of specific tactics and strategies.

Described system-wide strategies that will be employed to listen and communicate with parents and community members about expectations for student learning and goals for improvement.

1.2.1.1.1.3. INTERVENTION PLAN: PRIOR EXPERIENCE 40 POINTS

Described the organization's prior experience with turning around and improving student achievement in low-performing schools.

Included the theory of action that guides and informs the organization's practice.

Specified strategies that have proven to be most effective for effectuating rapid change.

1.2.1.1.1.4. INTERVENTION PLAN: PRIOR PERFORMANCE 40 POINTS

Provided specific examples of successful turnaround efforts that the applicant has undertaken, reinforced by data.

Defined how the organization measured its success and included student achievement data if available.

Included contextual information for each example (i.e. rural, urban, elementary, middle, high school, union involvement, school size, demographics, socioeconomics, change in performance measures, etc).

1.2.1.1.1.5. INTERVENTION PLAN: SCHOOL REFORM MODEL: 60 POINTS

Described the organization's framework/model for turning around low-performing schools; included information related to:

1. governance and management;
2. instructional design, staffing;
3. professional development; and
4. student and supports.

Applicant explained research base connected to chosen model and provided references to research.

Applicant explained organization's approach for working with district superintendents and central office staff to improve district policies and practices.

Described the non-negotiable commitments and decision-making authority the applicant requires to successfully manage the school turnaround model (i.e. autonomy over staffing, budgets, calendar etc.).

1.2.1.1.1.6. INTERVENTION PLAN: SCHOOL REFORM MODEL ACTIVITIES 40 POINTS

Described organization's activities in the school and district during the first six months of the school year.

1.2.1.1.1.7. INTERVENTION PLAN: EDUCATIONAL PROGRAM: CURRICULUM AND ASSESSMENT: 40 POINTS

Described the proposed curriculum and assessment program, detailing clear expectations for student learning. Description addressed grade span and how the

applicant will ensure equity and access for all students including, but not limited to, students with disabilities, English language learners, and students in at-risk situations, including, but not limited to, low achievement, poverty, behavioral issues, truancy, drugs, pregnancy, and emotional issues.

1.2.1.1.1.8. INTERVENTION PLAN: EDUCATIONAL PROGRAM: INSTRUCTIONAL TECHNOLOGY: 40 POINTS

Described how the applicant will coordinate and ensure ready access to instructional technology, information and media services, and materials necessary for effective instruction.

1.2.1.1.1.9. INTERVENTION PLAN: EDUCATIONAL PROGRAM: CONDITIONS FOR LEARNING: 40 POINTS

Described the specific tactics and activities that will support attainment of a school culture and climate conducive to high expectations and student learning, including school-wide student discipline policies integral to the intervention model.

1.2.1.1.1.10. INTERVENTION PLAN: EDUCATIONAL PROGRAM: TRANSITION: 40 POINTS

Described how the applicant will address student transitions throughout the P-20 spectrum. Discussed how intervention models in elementary and middle schools will be integrated with high school interventions, and vice versa. For high schools, discussed the partnerships that will be formed with community colleges, districts, and colleges and universities to address barriers to postsecondary access.

1.2.1.1.1.11. INTERVENTION PLAN: PERFORMANCE EVALUATION SYSTEM: 40 POINTS

Described the applicant's plan to design and implement a rigorous, transparent, and equitable performance evaluation system for teachers and principals that takes into account data on student growth as a significant factor.

1.2.1.1.1.12. INTERVENTION PLAN: PRINCIPAL EFFECTIVENESS: 40 POINTS

Explained the applicant's plan to determine the effectiveness of the existing principal and whether the principal can serve as the instructional leader for the intervention.

1.2.1.1.1.13. INTERVENTION PLAN: RECRUITMENT: 40 POINTS

Provided information about the applicant's plans for recruiting, hiring, and developing leaders (i.e., principals, other administrators, and teachers) for all schools in which the intervention model will be implemented.

1.2.1.1.1.14. INTERVENTION PLAN: STAFF EVALUATION: 40 POINTS

Described how the Lead Partner will work with the LEA, the teacher's union, and, as applicable, other organizations to design and implement a fair and consistent method to evaluate staff members' ability to effectively participate in the intervention model.

1.2.1.1.2. Demonstrated that the proposed strategies have a record of success in meeting the objectives described in this RFSP under comparable conditions to those likely to be encountered in the LEAs where the bidder proposes to work. **(160 points possible)**

1.2.1.1.2.1. INTERVENTION PLAN: PROFESSIONAL DEVELOPMENT: 40 POINTS

Explained how the Lead Partner will assess and plan for the training and professional development needs of the staff. Included information about standard components of the professional development design and the areas that will be customized to fit the school and district.

1.2.1.1.2.2. INTERVENTION PLAN: PROFESSIONAL DEVELOPMENT EVALUATION: 40 POINTS

Described how the Lead Partner will evaluate the:

1. fidelity of implementation,
2. quality,
3. relevance, and
4. utility of the professional development.

1.2.1.1.2.3. INTERVENTION PLAN: OUTCOMES-BASED MEASUREMENT PLAN : OUTCOMES: 40 POINTS

Defined the outcomes that while realistic are aggressive in the scope of work that will be achieved at the end of a three-year period as the result of an intervention.

1.2.1.1.2.4. INTERVENTION PLAN: OUTCOMES-BASED MEASUREMENT PLAN: TRACKING PROGRESS: 40 POINTS

Described the measurable leading indicators of progress that will be used to track progress against those outcomes.

1.2.1.1.3. Demonstrated sufficient fiscal and management capacity to undertake all activities described in the proposal. **(120 points possible)**

1.2.1.1.3.1. ORGANIZATIONAL CAPACITY: GOVERNANCE: 40 POINTS

Described the applicant's governance and leadership structures, financial stability, and organizational capacity. Included the type and number of schools that the applicant can serve.

1.2.1.1.3.2. SUSTAINED IMPROVEMENT: 40 POINTS

Described how the Lead Partner intends to phase out the need for its services, so that full management of the school can be returned to the school district after the three-year period with adequate capacity to sustain the improvements and growth made over the course of the intervention.

1.2.1.1.3.3. SERVICE AREA AND CAPACITY LIMITATIONS: 40 POINTS

Indicated each region in which the bidder is willing to serve as a Lead Partner. Specifically described and fully explained any limitations on the applicant's capacity to meet all of the requirements of the Lead Partner duties. If the applicant's capacity to fully serve eligible districts within a region is limited, the applicant must have explained how priority for services will be determined.

1.2.1.2. Qualifications: The total number of points possible for qualifications is 140. The qualifications of the bidder's staff to be involved with the project including their education, work experience, knowledge, and skills, will be judged against the qualifications outlined in the RFSP and in accordance with the following criteria.

There is evidence that the bidder:

1.2.1.2.1. Identified the appropriate number of staff with the proper qualifications, credentials, and/or experience and a proven record of success to effectively implement the intervention model. **(140 points possible)**

1.2.1.2.1.1. ORGANIZATIONAL CAPACITY: STAFF: 100 POINTS

Listed the qualifications of the staff who will be involved in the project and their specific experience and success with school intervention efforts.

Described to what degree these staff will be involved in the day-to-day work at the districts and schools. In an appendix, applicant included one-page resumes from the leadership team that highlighted their background relevant to school turnaround.

Highly qualified individuals are those who can demonstrate successful experience in substantially raising student achievement and radically transforming the schools in which they worked. Highly qualified individuals are those whose identified examples of successful experience can be defended with data using multiple measures.

1.2.1.2.1.2. SUBCONTRACTORS: 40 POINTS

Identified the subcontractors and partnership organizations that the applicant will use in the implementation of its program and the process used for their selection.

If subcontractors will be utilized, applicant provided evidence that the applicant has carefully vetted the providers and programs and obtained reasonable assurance of their efficacy and only targeted program elements that further the objectives of the school improvement grant.

1.3. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: Microsoft Word. Please use the following format:

1.3.1. Executive Summary: Briefly describe the overall objectives and activities of the project. Summary limited to five (5) pages.

1.3.2. Work Plan Requirements: Provide a work plan as specified in the Contract Deliverables (section 1.4).

Applicants must respond to each item listed below in the order presented. If the applicant's area of expertise does not address all of the items, then describe how the applicant intends to work with the LEA or another organization to effectively address the missing components.

1.3.2.1. Comprehensive Audit: Describe the process and measures that will be used to perform a comprehensive audit that carefully analyzes the LEA's and school's current programs, practices, and policies in order to assess the overall structure, curriculum, school climate, instruction, finances, program effectiveness, human capital, and governance of the system so as to address areas of need and plan for systemic change.

1.3.2.2. Community Involvement and Engagement: Describe how the applicant intends to develop and maintain meaningful partnerships with parents and the community; include any formal partnerships with community-based organizations. Indicate how the applicant plans to integrate parents, the business community, community organizations, state and local officials, and other stakeholders into the reform process. Discuss how parents, guardians, and family members will be engaged to establish and support a culture of high expectations, with a description of specific tactics and strategies. Finally, describe system-wide strategies that will be employed to listen and communicate with parents and community members about expectations for student learning and goals for improvement.

1.3.2.3. Intervention Plan: Address the specific aspects of the applicant's approach for turning around low-performing schools.

1.3.2.3.1. Prior Experience

1.3.2.3.1.1. Describe the organization's prior experience with turning around and improving student achievement in low-performing schools. Include the theory of action that guides and informs the organization's practice and specify the strategies that have proven to be most effective for stimulating rapid change.

1.3.2.3.1.2. Provide specific examples, which can be substantiated with data, demonstrating successful and effective work with academically underperforming LEAs and schools and provide evidence of ability to implement rapid and dramatic improvement in schools. Include student achievement data if available. Also include contextual information for each example (i.e., rural, urban, elementary, middle, high school, union involvement, school size, demographics, socioeconomics, change in performance measures, etc.).

1.3.2.3.2. School Reform Model

1.3.2.3.2.1. Describe the organization's framework/model for turning around low-performing schools. Include information related to governance and management, instructional design, staffing (evaluation, hiring and retention), professional development, scheduling, assessment, curriculum, and family and community engagement. Explain the research base connected to this model and the conditions necessary to ensure the greatest likelihood of improving student outcomes.

1.3.2.3.2.2. Explain the organization's approach for working with district superintendents and central office staff to improve district policies and practices; include, if available, actual examples of successful engagements with central offices.

1.3.2.3.2.3. Briefly describe your organization’s proposed activities in the school and district during the first six months of the school year.

1.3.2.3.3. Educational Program

1.3.2.3.3.1. Describe the proposed curriculum and assessment program, detailing clear expectations for student learning. The description should address grade span and how the applicant will ensure equity and access for all students including, but not limited to, students with disabilities, English language learners, and students in at-risk situations (e.g., low achievement, poverty, behavioral issues, truancy, drugs, pregnancy, and emotional issues).

1.3.2.3.3.2. Describe how the applicant will coordinate and ensure ready access to instructional technology, information and media services, and materials necessary for effective instruction.

1.3.2.3.3.3. Describe the specific tactics and activities that will support attainment of a school culture and climate conducive to high expectations and student learning, including school-wide student discipline policies integral to the intervention model.

1.3.2.3.3.4. Describe how the applicant will address student transitions throughout the P-20 continuum. Discuss how intervention models in elementary and middle schools will be integrated with high school interventions, and vice versa. For high schools, discuss the partnerships that will be formed with community colleges, districts, colleges and universities to address barriers to postsecondary access.

1.3.2.3.4. Staffing

1.3.2.3.4.1. Describe the applicant’s plan to design and implement a rigorous, transparent, and equitable performance evaluation system for teachers and principals that takes into account data on student growth as a significant factor.

1.3.2.3.4.2. Explain the applicant’s plan to determine the effectiveness of the existing principal and whether the principal can serve as the instructional leader for the intervention.

1.3.2.3.4.3. Provide information about the applicant’s plans for recruiting, hiring, and developing leaders (i.e., principals, other administrators, and teachers) for all schools in which the intervention model will be implemented.

1.3.2.3.4.4. Describe how the applicant will work with the LEA, the teachers’ union, and, as applicable, other organizations to design and implement a fair and consistent method to evaluate staff members' ability to effectively participate in the intervention model.

1.3.2.3.5. Professional Development

1.3.2.3.5.1. Explain how the applicant will assess and plan for the training and professional development needs of the staff. Include information about standard components of the professional development design and the areas that will be customized to fit the school and district.

1.3.2.3.5.2. Describe how the applicant will evaluate the fidelity of implementation, quality, relevance, and utility of the professional development.

1.3.2.3.6. Organizational Capacity

1.3.2.3.6.1. Describe the applicant’s organizational structures, financial stability, and organizational capacity. Please include the type and number of schools that the applicant can serve.

1.3.2.3.6.2. Describe the non-negotiable commitments and decision-making authority the applicant requires to successfully manage the school turnaround model (i.e., autonomy over staffing, budgets, calendar, etc.).

1.3.2.3.6.3. Provide a summary of the qualifications of the staff who would be involved in the project and list their specific experience and success with school intervention efforts. Describe to what degree these staff will be involved in the day-to-day work with the district and school(s). In an appendix, include one-page résumés for all individuals involved with the turnaround efforts.

1.3.2.3.7. Subcontractors

1.3.2.3.7.1. Identify the subcontractors and partnership organizations that the applicant will use in the implementation of its program. Information on each proposed subcontractor must be provided in accordance with #4 of the Contractual Terms and Provisions (Attachment DD) of this RFSP .

1.3.2.3.7.2. If the applicant proposes subcontractors, provide evidence that the applicant has carefully vetted the providers and programs and obtained reasonable assurance of their efficacy.

1.3.2.3.8. Sustained Improvement

1.3.2.3.8.1. Identify how the applicant intends to phase out the need for its services so that full management of the school can be returned to the school district after the three-year grant period with adequate capacity to sustain the improvements and growth made over the course of the intervention.

1.3.2.3.9. Outcomes-Based Measurement Plan

1.3.2.3.9.1. Define the realistic and attainable outcomes that will be achieved at the end of a three-year grant period as the result of an intervention.

1.3.2.3.9.2. Describe the measurable indicators of progress that will be used against those outcomes. Applicants are advised to refer to the *Scope of Work* section of this RFSP for a list of required accountability indicators.

1.3.2.3.10. Staff Requirements

1.3.2.3.10.1. Identify highly qualified staff who will be involved in the project and their specific experience and success with school intervention efforts.

1.3.2.3.10.2. Describe to what degree selected staff will be involved in the day-to-day work at the districts and schools. In an appendix, please include resumes representing the leadership team members that highlight those portions of their professional backgrounds relevant to school turnaround.

1.4. MILESTONES AND DELIVERABLES:

1.4.1. DELIVERABLES

The Lead Partner has specific and significant responsibilities within the school and to the LEA that span structural and programmatic changes. The Lead Partner shall provide all labor and resources to meet these expectations, which may include, but are not limited to:

- 1.4.1.1. Conducting a comprehensive examination/audit of the LEA and school to assess the overall structure, curriculum, instruction, finances, program effectiveness, human capital, and governance of the system in order to identify and address areas of need and plan for systemic change.
- 1.4.1.2. Implementing a coherent, comprehensive, research-based, whole-school reform model, that incorporates the requirements of the selected ED model, which will provide an immediate and dramatic turnaround in structural and programmatic operations and has the greatest likelihood of increasing student achievement.
- 1.4.1.3. Aligning, consistent with the State Learning Standards, curriculum, instruction, and interim assessments.
- 1.4.1.4. Aligning sustained professional development with the curriculum and instruction to build rigor, foster improved student-teacher relationships, and provide relevant instruction that engages and motivates students.
- 1.4.1.5. Establishing strategies to improve student transitions from middle school to high school.
- 1.4.1.6. Developing and implementing evidence-based discipline programs that minimize time out of school and/or class and cultivate a safe learning environment for students.
- 1.4.1.7. Providing staff with ongoing, high quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies.
- 1.4.1.8. Working with the LEA to ensure that teachers have time to collaborate, plan, and engage in professional development within and across grades and subjects.
- 1.4.1.9. Working with the LEA to secure sufficient operational flexibility for both the Lead Partner and principal to implement fully, a comprehensive turnaround strategy. Securing operational flexibility may include changes to staffing, calendars/time, and budgeting.
- 1.4.1.10. Working with the LEA to design and implement a rigorous, transparent, and equitable performance evaluation system for teachers and principals that takes into account data on student growth as a significant factor.
- 1.4.1.11. Working with the LEA to recruit, hire, and place teachers and leaders who have a proven record of increasing student performance.
- 1.4.1.12. Securing parental commitment and involvement and increasing parental capacity to support student engagement, motivation, and learning within the school, at home, and in the community.
- 1.4.1.13. Assisting the LEA with identifying and implementing strategies that provide for increased learning time in core academic areas by lengthening the school day, week, and/or year.
- 1.4.1.14. Identifying and recommending outside resources needed to support the reform effort, including supporting partners.

1.4.1.15. Working with the LEA to seek outside funding from the greater community (e.g., business, private foundations, federal, and state sources) to support the reform effort.

1.4.1.16. Providing a performance management system featuring frequent formative and summative reports on program effectiveness to include, but not be limited to, changes in student achievement, parental involvement, student/staff attendance, staff performance, staff recruitment, and student discipline.

1.4.2. PROPOSED PROJECT STARTING DATE

1.4.2.1. The Lead Partner should plan to begin work with the school district that is awarded a School Improvement 1003(g) Grant as soon as the grant is awarded, with the stipulation that a Memorandum of Understanding (MOU) must first be executed between the Lead Partner and the district. In no case will the start date commence prior to execution of the contract.

1.5. OFFEROR / STAFF SPECIFICATIONS:

1.5.1. Identify highly qualified staff who will be involved in the project and their specific experience and success with school intervention efforts.

1.5.2. Describe to what degree identified staff will be involved in the day-to-day work at the districts and schools. In an appendix please include resumes representing the leadership team members that highlight their backgrounds relevant to school turnaround.

1.6. TRANSPORTATION AND DELIVERY TERMS: N/A

1.7. SUBCONTRACTING

1.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract in Attachment FF – Subcontractor Disclosure.

1.7.2. The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be subcontracted is N/A.

1.7.3. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.

1.7.4. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.8. WHERE SERVICES ARE TO BE PERFORMED

1.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.

1.8.2. Offeror 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 Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

1.8.3. Location where services will be performed: at schools that are awarded School Improvement 1003(g) grants

1.8.4. Percentage of contract of services performed at this location: 100%

Include Section 1 and any attachments in Packet 1

2. SECTION 2 - PRICING

2.1. FORMAT OF PRICING:

2.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Sealed Proposal. Offeror's price offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.

2.1.2. Pricing shall be submitted in the following format:

ISBE will determine whether the cost is fair and reasonable by considering the proposal, including the bidder's qualifications; the bidder's reputation; the cost proposed; other known prices; the project budget; and other relevant factors.

Each district will negotiate the final cost with the Lead Partner based on their needs and the services to be provided. The bidder shall submit their projected price based on what it could cost in the regions of the state that they will provide services if a district would work with that bidder.

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 estimated:

2.3. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows: [Click here to enter text..](#)

2.4. DISCOUNT: The State may receive a [Click here to enter text.](#)% discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.

2.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

2.6. OFFEROR'S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1. Offeror's Price for the Initial Term: [Click here to enter text.](#)

2.6.2. 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.

2.6.2.1. State Formula for Determining Renewal Compensation: N/A

2.6.2.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, 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**



STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS

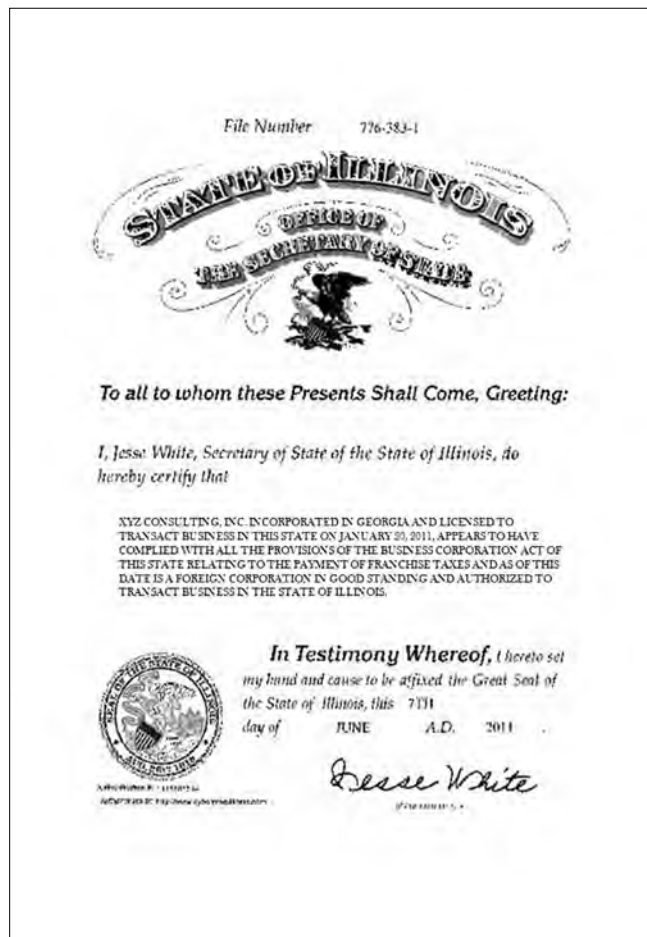
ATTACHMENT BB

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. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

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**



STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror 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 Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): [Click here to enter text..](#)

(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: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
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 ILL. ADMIN. 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 Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror 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: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
 - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: The possible resulting contract between the LEA or ISBE and the Lead Partner shall have an initial term of no more than three years from the execution of the agreement subject to deadlines and funding availability of the School Improvement 1003 (g) Grant received by the LEA. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

1.2. RENEWAL: The term may be extended for no more than nine additional one year periods or any part thereof at the LEA's or ISBE's sole option, contingent upon sufficient appropriations and satisfactory performance.

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

1.2.2. 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.

1.3. 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.

1.3.1. 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 a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE:

1.4.1. 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 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.

- 1.4.2. The State may, for its convenience and with 30 days of 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. 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.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **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.
- 2.2. **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.
- 2.3. **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.
- 2.4. **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>.
- 2.5. **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 to the awarded Vendor in the notice of intent to award. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 2.6. **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 be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 2.6.1. 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's/university's Illinois tax exemption number and federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois State Board of Education
Attn:	Division Administrator, Statewide System of Support
Address:	100 North First Street
City, State Zip	Springfield, IL 62777

- 3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4. **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.
- 5. **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.

6. **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.
7. **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.
8. **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 after the declaration.
9. **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 that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now 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.
10. **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. The Vendor shall sign such documentation as may be reasonably requested by ISBE to insure that title is vested in ISBE. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and 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.
11. **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.

12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional 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 Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
14. **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 or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **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.
16. **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 subcontractor's 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 checks.
17. **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 are incorporated by reference. 44 ILL. ADMIN. CODE 750. 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.
18. **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.
19. **CONTRACTUAL AUTHORITY:** The Agency/University 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 or State Purchasing Officer signs in addition to an Agency/University, he/she does 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/University that places an order with the Vendor shall have any liability to Vendor for that order.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with 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.

- 21. 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, to the extent 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.
- 22. 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, whether to 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.
- 23. 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 notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 24. 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.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES**
 - 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, 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 limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
 - 25.2.** 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.
 - 25.3.** 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 does not perform 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.

26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

26.2. By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Agency/University Supplemental Provisions:

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[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: Current paragraph states “For purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.” Please note that definition of “subcontractors” applies to the entirety of the contract. For example, subcontractors, for purpose of paragraph 5, would include “...those specifically hired to perform all or part of the work covered by the contract.”

Paragraph 10: 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 11: The following provision is DELETED from the contract: “Neither Party shall be liable for incidental, special, consequential or punitive damages.”

Paragraph 12: In addition to the provisions contained therein, the vendor agrees to provide: (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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

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

28. **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.
29. **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"):
- 29.1 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;
- 29.1.1. 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;
- 29.1.2. 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;
- 29.1.3. 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
- 29.1.4. The Vendor's attempts to assign, convey or transfer this contract or any interest herein without the Agency's prior written consent.
- 29.2 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

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SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

payable as part of the contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.

30. **STUDENT RECORDS.** The Vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the Agency. To protect the confidentiality of student education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Vendor’s possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency’s request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.
31. **REPORTING.** During the Term, the Vendor will provide quarterly progress reports due to the Agency on the 1st of September, December, March, and June. The Vendor will also provide a listing of the Services completed as an accompaniment to all invoices sent to the Agency for payment together with such other supporting documentation as the Agency may reasonably request.
32. **KEY PERSONS.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in Exhibit A, are key to the satisfactory performance of this contract by the Vendor. The Vendor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the Agency project manager except as follows:
- a. The Agency may request at any time the removal of (and the Vendor will remove) any individual performing Services if the Agency: (1) reasonably believes that individual is not qualified to perform the Services or tasks required of that individual; and (2) previously provided the Vendor with prior written notice of the problem and a reasonable opportunity to remedy the situation.
 - b. Should any of the said key individuals cease employment with the Vendor during the Term or become unavailable to perform the work assigned to them, the Vendor shall immediately notify the Agency in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Vendor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Vendor’s performance of this contract.
33. **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.
34. **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.

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

35. GENERAL PROVISIONS.

- 35.1 **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.
- 35.2 **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]
- 35.3. **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 Sections 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.
- 35.4. **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) by any of the Parties shall have the same effect as original signatures.
- 35.5 **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.
- 35.6 **Amendment.** This agreement may only be amended in writing signed by both Parties.
- 35.7 **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.
- 35.8 **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. Bidders are advised that 100 percent of the funds for this program are derived from federal sources. The total amount of federal funding available to LEAs for the overall implementation of the grants is up to \$32 million under the U.S. Department of Education's (ED) School Improvement Grants (SIG) program.

**STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS**

ATTACHMENT EE

2. Offeror Supplemental Provisions:

[Click here to enter text.](#)

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? Yes No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, 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.

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of work: [Click here to enter text.](#)

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

3. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT GG

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 Subcontractor 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.

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 its 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.

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.
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.
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.
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 500/1.15.8, 20-43.

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.
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.
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.
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.
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).
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.
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.
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.
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.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

- 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.
- 17.** 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.
- 18.** 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.
- 19.** Drug Free Workplace
 - 19.1.** 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.
 - 19.2.** 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.
- 20.** 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.
- 21.** 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.
- 25.** 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 or any child under the age of 12. 30 ILCS 584.
- 26.** 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.
- 27.** 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.

- 28.** 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/iitaa) 30 ILCS 587.
- 29.** 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.

30. 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.

31. 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.



STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The State/Public 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 previously submitted form is no longer accurate, disclosing entities must provide an updated form.

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

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

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

Project Name and Illinois Procurement Bulletin Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

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 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 and 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	% of Ownership	\$ Value of Ownership
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.
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.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual 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
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.
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.
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.

TABLE - Z	
Name	Address
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.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

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 or other agent 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.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/Public 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: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child of any person 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: [Click here to enter text.](#)

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 Yes No

contractual employment for services, in the previous 2 years?

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: [Click here to enter text.](#)

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, 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.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
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.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

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

- 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.](#)

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT JJ

1. Name of Business (official name and DBA)

[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent

[Click here to enter text.](#)

4. Billing Address

[Click here to enter text.](#)

[Click here to enter text.](#)

5. Name of Chief Executive Officer

[Click here to enter text.](#)

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

[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.](#)

7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

10. Annual Sales for Offeror's most recently completed fiscal year

[Click here to enter text.](#)

11. Show number of full-time employees, on average, during the most recent fiscal year

[Click here to enter text.](#)

12. 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:

12.1 Minority (30 ILCS 575/2(A)(1) & (3)) Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4)) Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes

12.4 Disadvantaged (49 CFR 6) Yes

12.5 Veteran (30 ILCS 500/45-57) Yes

12.6 Small Business (30 ILCS 500/45-45) Yes

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

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

1. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

2. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

3. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

4. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, email address, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

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, and

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

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT NN

System of Support Regions

