Offer for Illinois State Board of Education

Two Special Education I-Star IEP -Software Developers

Ref# 22039345

Proposal By



# Packet 1

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# PROPOSAL SPECIFICATION CHECKLIST



# CANDIDATE – GREG ZIEGLER

Responsive Category	Program Specifications	Vendor's Proposal Page Ref.
Qualifications (Software Developer)	The degree to which the candidate demonstrates expertise working with ASP.NET. (150 points)	Page: 10-12
	The degree to which the candidate demonstrates expertise working with VB.NET. (150 points)	Page: 10-12
	The degree to which the candidate demonstrates expertise working with Microsoft SQL Server. (150 points)	Page: 10-12
	The degree to which the candidate demonstrates expertise working with JavaScript. (75 points)	Page: 10-12
	The degree to which the candidate demonstrates expertise as a front end developer supporting a large scale application with a diverse user base. (75 points)	Page: 10-12
	The degree to which the candidate demonstrates expertise working with Crystal Reports, including creating and merging PDF forms. (75 points)	Page: 11-12
Qualifications (Software Developer)	The resume and narrative description submitted by each candidate will be evaluated against how the proposed candidate's knowledge of education data systems or equivalent will contribute to likelihood of success as a software developer. (75 points)	Page: 11



# OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS



# D.6 – OFFERORS PROPOSED SOLUTION TO MEET THE STATES REQUIREMENTS

# ABOUT BIS INC.

BIS Inc. is involved in a variety of business applications. They strive to work closely with clients to determine their needs both known and unknown and develop solutions to real-world business problems. BIS Inc. makes it a point to lead every software project through all lifecycle stages and produce world-class software that exceeds client expectations, increases user experience, decreases help desk volume, and overall delivers return on investment (ROI).

Illinois Corporation – Established 2011

President: Kevin Bowsher

# QUALIFICATIONS

BIS Inc. is involved in every aspect of development, from initial design to maintenance. BIS has evolved with the fast-paced industry and has helped customers break into the mobile sector.

- Web Solutions VB, C#, MVC, API Technologies
- Desktop solutions Enterprise level applications
- Mobile Applications IOS, Android, Windows
- Database Engineering Design, Performance, Scalability

# SPECIALIZED AREAS OF BUSINESS:

- Retirement Systems
- Education
- Insurance
- Analytics
- Finance
- State Government
- GIS Mapping



# D.6.1.4 - BIS INC. VENDOR REFERENCES

# J.1. Teachers' Retirement System of Illinois

Greg Maynerich - (217) 622-3198 - 2815 West Washington Street, Springfield IL March 2015

Teacher Election software audit and technical review prior to major board election.

# J.2. Midwest Meter Inc.

Joe Morrell – (217) 825-6360 – 200 E. Franklin, Edinburg IL

July 2014-November 2014

IT consulting for tracking/logging GPS locations of installed equipment for clients. This equipment map would be a blueprint for each client's water system. Mobile application would be utilized for GPS blueprinting.

# J.3. Village of Dawson - Municipality

Jeremy Nunes - (217) 415-0237 - 109 N. Lewis St, Dawson IL

August 2014 - current

IT consulting for mobile application. 311 logging, road maintenance, property tax management, GIS spatial mapping for utilities.

# J.4. Associated Network Partners, Inc

Joe O'Hara – (217) 891-7524 – 3243 S. Meadowbrook Rd, Springfield IL January 2012 - 2013

General IT consulting and staff augmentation.



# PROPOSED CANDIDATE #1



Illinois State Board of Education Two Special Education I-Star IEP Software Developers

### Ref: 22039345

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# PROPOSED CANDIDATE FOR SOFTWARE DEVELOPER

# BIS Inc. presents: Greg Ziegler

BIS Inc. presents Greg Ziegler, he is a complete game changer. Heads down, works hard, gets the job done developer. No need to fill these pages with fluff, he is the real deal. He will absolutely fix any performance issues that are present within the I-Star application. Currently, he has fulfilled this requirement at Department of Insurance. He was brought in to remedy production/performance issues, and has completed this task in record time. Greg is a true asset that I-Star could utilize fully.

# RESUME FOR SOFTWARE DEVELOPER – GREG ZIEGLER

# PROFESSIONAL SUMMARY

IT Professional specializing in application development, including many of the latest technologies. Professional accomplishments include documented cost savings of over 5 million dollars a year at Caterpillar and the creation of several systems and websites in use in production environments. A team player who is willing to do what is needed to ensure project success. Possesses excellent verbal and written communication skills.

# TECHNICAL SKILLS SUMMARY

.net Framework:	Entity Framework, LINQ, MVC, MVVM, Silverlight, WCF, WPF, Web Forms, Windows Forms, Team Foundation Server, . <b>NET 3.5, 4.0, 4.5, 4.6</b>
Programming:	<b>ASP.net</b> , C#, <b>VB.net</b> , ADO.net, C++, C, HTML, JavaScript, JQuery, Cold Fusion, XML/XSLT, AJAX, <b>JavaScript</b> , JSON, TSQL, Visual Basic
Databases/BI Tools:	<b>MS SQL Server 2000/2005/2008/2014</b> , Oracle, MySQL, Crystal Reports 10, SQL Server Reporting Services, SQL Server Integration Services
Methodologies:	SDLC, Six Sigma Lean, DMEDI and DMAIC, ASP.Net MVC, Interface Driven
Development Tools:	Visual Studio 2015/2012/2010/2008/2005/2003, Microsoft Expression, Eclipse, Flex Builder, DreamWorks, Captivate, Photoshop. Microsoft Office 2003/2007/2010, Visual Source Safe, TFS, SourceVault



Illinois State Board of Education Two Special Education I-Star IEP Software Developers Ref: 22039345

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# PROFESSIONAL EXPERIENCE

10/15 – present	Illinois Department of Insurance - Consultant	Springfield, IL
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Senior .NET Developer

I am currently working for the Illinois Department of Insurance as a senior .NET Developer. I was brought in to remedy production performance issues. Currently, I am writing several components to fix these issues and helping my peers understand better ways of developing systems. The current system utilizes ASP.NET, VB.NET, web services, JavaScript, and Entity Framework.

The technologies used for this software include, Visual Studio 2015, SQL Server 2012, IIS 7.0, .NET Framework 4.5, ASP.NET, C#.NET, MVC 4, Entity Framework 5 and 6, WPF, Unity Dependency Injection, Unit Test, WCF, etc...

09/15 – 10/2016 Pekin Insurance

Peoria, IL

### Senior .NET Developer

- Creating custom ASP.NET applications ranging from Windows services to web applications.
- Convert legacy application and VB.NET to modern C# applications
- Refactoring code to improve performance and when appropriate, transfer SQL transactions done by Entity Framework to Stored Procedures. When a certain transaction takes too long in an application, I analyze what needs to be done. This can be anywhere to refactoring code, or adding/deleting a wide range of indexes, stats, partitions, etc.
- Perform analysis and corrective actions based on results from integration tests, DB Engine Tuning Adviser, VS Code Analysis.
- Create Databases based off of the needs of the application. Ranging from creating simple tables/views, cluster indexes to adding partitions and nonclustered filtered indexes.
- Create services ranging from VB.NET, ASP.NET(.aspx) web services, to WCF data services which allow for highly performance services that utilize EF.
- Decompiling DLL's.
- Integrating applications with Microsoft Azure.

The technologies used for this software include, Visual Studio 2015 and 2012, SQL Server 2008 R2 and 2012, IIS 7.0, .NET Framework 4.5, ASP.NET, VB.NET C#.NET, MVC 4, Entity Framework 5 and 6, Unity Dependency Injection, Reporting Services, Microsoft Enterprise Library, WCF, etc...



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Maryland Higher Education Commission	Maryland		
<ul> <li>Senior .NET Developer</li> <li>Creating custom ASP.NET application rangin applications.</li> <li>Developing add-ons to the Office 2007 in su</li> <li>Refactoring code to improve performance of SQL transactions done by Entity Framework to certain transaction takes too long in an app to be done. This can be anywhere to refact a wide range of indexes, stats, partitions, etc.</li> <li>Perform analysis and corrective actions base tests, DB Engine Tuning Adviser, VS Code And</li> <li>Create Databases based off of the needs of creating simple tables/views, cluster indexes clustered filtered indexes.</li> <li>Wrote a plugin that exported all grids to exce</li> <li>PDF exported was a full scale API that I wrote reporting.</li> <li>The technologies used for this software include, Visue Server 2008 R2, IIS 7.0, .NET Framework 4.5, ASP.NET, V Framework 5 and 6, Unity Dependency Injection, File Services, Microsoft Enterprise Library, WCF, etc</li> </ul>	pport of custom applications. and when appropriate, transfer to Stored Procedures. When a lication, I analyze what needs oring code, or adding/deleting 5. ed on results from integration alysis. f the application. Ranging from a to adding partitions and non- el and PDF e to handle multiple facets of al Studio 2013 and 2010, SQL VB.NET C#.NET, MVC 4, Entity		
Applied Technology Group	Maryland		
<ul> <li>Creating custom ASP.NET application ranging from Windows services to web applications.</li> <li>Developing add-ons to the Office 2007 in support of custom applications.</li> <li>Refactoring code to improve performance and when appropriate, transfer SQL transactions done by Entity Framework to Stored Procedures. When a certain transaction takes too long in an application, I analyze what needs to be done. This can be anywhere to refactoring code, or adding/deleting a wide range of indexes, stats, partitions, etc.</li> <li>Perform analysis and corrective actions based on results from integration tests, DB Engine Tuning Adviser, VS Code Analysis.</li> <li>Create Databases based off of the needs of the application. Ranging from creating simple tables/views, cluster indexes to adding partitions and non-clustered filtered indexes.</li> <li>Some of the technologies that I have worked on are, C#, JavaScript, JQuery, AJAX, MVC2&amp;3, WCF, VS2010, VS2012, VS2013, MS SQL, Entity Framework, Silverlight, Kendo</li> </ul>			
	<ul> <li>Maryland Higher Education Commission</li> <li>Senior NET Developer</li> <li>Creating custom ASP.NET application rangin applications.</li> <li>Developing acd-ons to the Office 2007 in su Refactoring code to improve performance SQL transactions done by Entity Framework to certain transaction takes too long in an app to be done. This can be anywhere to refact a wide range of indexes, stats, partitions, etc</li> <li>Perform analysis and corrective actions base tests, DB Engine Tuning Adviser, VS Code An</li> <li>Create Databases based off of the needs of creating simple tables/views, cluster indexes clustered filtered indexes.</li> <li>Wrote a plugin that exported all grids to exce PDF exported was a full scale API that I wroth reporting.</li> <li>The technologies used for this software include, Visus Server 2008 R2, IIS 7.0, .NET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, .NET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, SET Framework 4.5, ASP.NET, Market Server 2008 R2, IIS 7.0, S</li></ul>		



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11/08 – 06/2011	Kadix	Virginia
	Sharepoint Developer	
	<ul> <li>Developer. Some of the tasks I</li> <li>Develops custom SharePoint situsers.</li> <li>Updated various reports, include</li> <li>Performs administration tasks for</li> <li>Develops custom applications</li> <li>Developer tools.</li> <li>Created custom SharePoint work</li> <li>Performs system administration</li> <li>Performs security/DCID 6/3 relations</li> <li>Assisting with general system administration</li> <li>Prototyping Silverlight application</li> <li>Prototyping SharePoint 2010 on</li> </ul>	es and application solutions for hundreds of ing Crystal report conversions r SharePoint farms and sites. for administrator of the SharePoint farm and rkflows. tasks for ePower. ted tasks. dministration tasks. on for the SharePoint Farm. for integrating with SharePoint. 2008 server. ent in C#.NET-Experience with ASP.NET.
10/09 – 10/10	Eagle Alliance	Virginia
:	<u>Security Analyst</u> Updates and troubleshoots Mcafee of Responds to virus alerts and sends ou Experience using Retina for scanning	tasking based on instructions from the SHO.
05/07 – 11/2008	Bearingpoint Inc.	Maryland
	Software Specialist	,
<ul> <li>As a consultant for Bearingpoint he was on two contracts wh following tasks: <ul> <li>I worked closely with the security team to develop polition to improve network security of the enterprise network in Investigated in security/networking/data center/direct are part of the functional assessments and workbench</li> <li>Performed high level risk assessments of services within assessment.</li> <li>Developing requirements involving an enterprise that v million clients).</li> <li>Worked on increasing the DCID 6/3 protection level of</li> </ul> </li> </ul>		team to develop polices and requirements e enterprise network infrastructure. g/data center/directory technologies that ients and workbench sheets. ents of services within the functional g an enterprise that will replace NMCI (Half a



	10/26/2016
	Maryland
<ul> <li>As a Windows Software Integration Ermaintaining, integrating, securing the Ziegler's primary accomplishments were Managed the active directory of the Repackaged DoDIIS applications to pused AdminStudio to repackage moss installs.</li> <li>Used DISA Gold on Windows machined</li> </ul>	e GCCS, JDISS, DoDIIS baselines. Mr. ere Windows Engineering LAN. Derform unattended installs for SMS. st .MSI applications for unattended es before testing of some applications. tion, and securing of Windows 2003, and ines. 19000 Softgrid clients into the DoDIIS n of new technology into DoDIIS. hines. IAVA's) for the 3 baselines.
nited States Navy	Maryland
The duties performed by CTMs include: Perform hardware and software isolation electronic, computer and network equi- complex test and analysis equipment, of technical publications; Perform computer and electronic system configuration and modification Analyze the configuration and monitor telecommunications and networking sy Calibrate and repair a wide variety of p Perform information security and compu- networks and communication systems; Maintain fleet cryptologic permanent of required in special land, sea surface and	ipment and related systems using diagnostic software, hand tools and m hardware and software installation, the operation of computer stems precision electronic test equipment; uter network defense functions for secure and carry-on direct support systems
	<ul> <li>maintaining, integrating, securing the Ziegler's primary accomplishments with Managed the active directory of the Repackaged DoDIIS applications to pused AdminStudio to repackage most installs.</li> <li>Used DISA Gold on Windows machine Supported the maintenance, integrat XP into the DoDIIS, JDISS, GCCS basel</li> <li>Contributed to the effort to integrate Infrastructure.</li> <li>Spearheaded the possible integration examples: Vista, Softgrid, virtual machine (Researching and testing new software)</li> <li>Implementation of security patches (Researching and testing new software)</li> <li>The duties performed by CTMs include: Perform hardware and software isolation electronic, computer and network equipment, or technical publications;</li> <li>Perform computer and electronic syste configuration and modification Analyze the configuration and metworking sy Calibrate and repair a wide variety of perform information security and compilex test and communication systems; Maintain fleet cryptologic permanent of the configuration and modification and metworks and communication systems; Maintain fleet cryptologic permanent of the configuration and the compilex test and communication systems; Maintain fleet cryptologic permanent of the configuration and the compilex test and communication systems; Maintain fleet cryptologic permanent of the configuration and the compilex test and communication systems; Maintain fleet cryptologic permanent of the communication security and compilex test and communication systems; Maintain fleet cryptologic permanent of the configuration and test and communication systems;</li> </ul>



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wo Special Education 1-Star IEP oftware Developers		10/26/2016
10/03 – 3/2006	Highcastle Deployment Team	Maryland
	Software Solution Specialist	
	As part of the deployment team for Highcastle, i orders from the current team lead. Some task or tickets, develop installation procedures, build Hig deployment. Some of my primary accomplishme Integrated and supported Highcastle sit medium (51-150 users), and large (>1500 Assisted with the Integration of Unix/Wine Built and maintained Netapp filers with U Contributed to the construction and rev were distributed to Highcastle customer.	ders were to complete trouble ghcastle systems prior to ents were: es that range from small (0-50 users), users). dows into a single system. Jnix/Windows files stored on them. iewing of technical manuals that

# CERTIFICATES

CISSP June 29 2007 - Certified Information Systems Security Professional

# SCHOOLS

# 1/2004-05/2011 Univ of Maryland Univ College Adelphi, MD

- Bachelor of Science in Computer Information Technology 05/2011

# 3/2005- 12/2005 ITT Technical Institute Indianapolis, IN

I worked on an Information System Security program.

# 7/2003-1/2005 National Cryptologic School Ft. Meade, MD

- I took 28 technical classes.

# 1/2004-5/2007 Anne Arundel Community College Arnold, MD

1/2003-4/2004 Cryptologic Maintenance/System Administrator (mil) Pensacola, FL

# 8/2000-5/2002 Illinois Central College East Peoria, IL

- Cisco Academy.



# TRAINING

- SharePoint Designer
- Deploy and Support MS SMS, Administrating MS SMS
- Administering Microsoft Windows 2000
- Exchange 2007
- Navy C school system administering of Windows and Linux
- NETAPP
- C, C++,C#, SQL, Javascript, HTML
- Relational Databases (SQL)
- Softgrid
- IS Risk Management and Intrusion Detection
- Information Security Essentials
- Security Architecture of Common IT Platforms
- DMZ, VLAN, OS security Windows and Linux, Web/database server security
- Foundstone Ultimate Hacking
- Foundstone Ultimate Programming
- IAD-Public Key Infrastructure
- Network Technologies Workshop
- NSANET Wan Modernization
- Cisco switches and routers
- IAD-TCP/IP Internetworking
- Security +



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# REFERENCES – GREG ZIEGLER

Shawn Ickes 814-330-2204

Kurt Hanaway 630-544-5100 **Optomi Inc.** 

Bill Quigley

309-264-3764

Pekin Insurance

Marie Robinson 309-340-5974 **Pekin Insurance** 

Scott Palmateer scott.palmateer@<u>outlook.com</u>

Former Microsoft Developer

He preferred to be contacted by email, he is currently doing DOD cleared work, which prevents him from having his cell phone on him all day.



# MILESTONES AND DELIVERABLES



# D.3 - MILESTONES AND DELIVERABLES

#### D.1. MILESTONES AND DELIVERABLES:

**GOAL:** The Illinois State Board of Education's (ISBE) Information Technology (IT) Division seeks an offeror to provide two software developers on a time-and-materials basis to assist in the development and maintenance of Special Education web-based and LAN-based applications. An offeror may make an offer on the positions by submitting the resume of each candidate and a cost proposal for each candidate. Offerors are only permitted to submit a maximum of one candidate per position for this RFSP.

### D.1.1. BACKGROUND

The demand for IT services continues to increase as additional processes are automated and as access to data becomes more critical/necessary to enable internal and external stakeholders to make informed decisions. In order to meet the continued demand while simultaneously minimizing risk to the agency, it is necessary to increase the IT division's capacity.

The contractor will provide critical support to various ISBE special education applications. These applications include, but are not limited to:

- IEP Special Education Tracking and Reporting (I-Star) System,
- Special Education Approval and Reimbursement System (SEARS), and
- Special Education Database System (SEDS).

The contractor may be assigned to multiple project teams over the course of the contract. Each project team will maintain a project plan that includes clearly defined objectives, tasks, and timelines. The contractor will be required to provide weekly status reports and to attend weekly project status meetings. The project team's progress and accomplishments will be continually measured/evaluated by ISBE IT management against the expectations to ensure that each member is performing efficiently.

#### D.2. SUPPLIES AND/OR SERVICES REQUIRED:

#### D.2.1. ISBE SYSTEMS ENVIRONMENT

ISBE currently operates and supports a multitude of applications to conduct its business processes on various platforms using mainframe, client server, and web-based technologies. ISBE initiatives have incorporated the use of web-based tools utilizing Microsoft®.NET as the primary application development tool, SAP® Crystal Reports XI Release 2 as the primary reporting tool, and Microsoft® SQL Server as the relational database management system (RDBMS). ISBE operates a Windows-based environment using the Microsoft® Office Suite for staff in its Springfield and Chicago offices.

Web-based applications at ISBE must be browser independent and run on a Windows-based PC or MAC operating systems. In addition, the selected Offeror will be required to follow all current ISBE application development standards and procedures while ensuring maximal security.



All technical solutions related to this RFSP must use Microsoft Visual Studio 2010/2012/2013, Visual Basic.NET, ASP.NET, AJAX, JQUERY, Microsoft SQL Server, SQL Server Analysis Services (SSAS), SQL Server Integration Services (SSIS), SQL Server Reporting Services (SSRS), Statistical Analysis System (SAS), Business Intelligence, Microsoft SharePoint 2013, and Crystal Reports XIR2 / CRS2011. SourceGear Vault will be used for version control. Secure access to all ISBE web applications requires the Offeror to use the current ISBE application development framework to integrate into the current ISBE single sign-on system (i.e., ISBE Web Application Security (IWAS)).

Web-based applications at ISBE must run under Internet Information Server (IIS) 7 or higher on one or more servers running Windows Server 2008 R2 Data Center Edition. All servers run as virtual machines under VMware ESXi 5.

D.2.2. Offerors must include the resume of each candidate proposed for the software developer positions. The resume must indicate the degree to which the candidate meets the qualifications described in Section D.4.1 below. A vendor may bid on all positions or individual positions by submitting the resume of each candidate and individual cost proposals for each candidate. Vendors are only permitted to submit a maximum of one candidate per position for this RFSP. Awards may be offered to multiple vendors. Each resume must be clearly marked as to which position the candidate is being submitted for. Should an Offeror proposed candidate become unavailable during the evaluation stage of this procurement or during the term of the contract, the Offeror must immediately notify the Agency and replace the candidate with an equal or better qualified candidate at the same rate or lower than the original candidate. The evaluation team (dependent on where the State is in the evaluation process) may be provided the opportunity to reevaluate the newly submitted candidate. The replacement candidate must be accepted and approved by ISBE using the same evaluation criteria as the original candidate. If the Offeror does not have a suitable replacement candidate accepted and approved by ISBE, ISBE may deem the offer not responsive. This shall not be utilized to institute a personnel change that did not initially meet minimum mandatories identified throughout this RFP.

### D.3. MILESTONES AND DELIVERABLES:

- C.3.2. The contractors will work under the direction of ISBE IT management (hereafter referred to as management) on a time-and-materials basis in the development, maintenance, and support of various Special Education web-based and LAN-based applications as determined and defined by management's weekly/quarterly work plan.
  - C.3.2.1. The contractors will be responsible for the implementation, general development, maintenance, and support of various Special Education web-based and LAN-based applications as defined in the work plan. The contractors will work with ISBE staff (as assigned and/or approved by management) in the creation and customization of queries, development of reports, fulfillment of Freedom of Information Act (FOIA) data requests, and maintenance of various special education applications.
  - C.3.2.2. As defined and approved by management, the contractors will support ISBE staff by:
    - C.3.2.2.1. actively participating in all facets of the systems development life cycle;
    - C.3.2.2.2. working with staff to implement programming modifications necessary to improve system performance and availability, improve data quality, and assist staff with data collection and reporting;



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- C.3.2.2.3. assist staff with the implementation of system enhancements/modifications necessary to meet internal agency needs and to ensure compliance with state and federal mandates;
- C.3.2.2.4. working with staff, contractors, vendors and other parties as necessary to integrate the special education data with the ISBE Data Warehouse;
- C.3.2.2.5. meeting required /defined timetables when providing accurate information for state and federal reporting, including Education Data Exchange Network (EDEN)/EDFacts reporting, internal data requests, and FOIA requests; and continuing work as related to ISBE's ongoing efforts to simplify and streamline data collection, and state and federal reporting processes.

# D.3.1. Treatment of and Access to State Data

Notwithstanding anything to the contrary herein, State shall be and remain, at all times, the sole and exclusive owner of the State Data (including any modification, compilation, or derivative work therefrom and all intellectual property and proprietary rights contained therein or pertaining thereto) and, effective in each case upon the creation of any such items, Vendor hereby has no rights to such State Data except that Vendor is hereby granted a license to use and copy the State Data solely for purposes of carrying out its duties hereunder during the term and solely to the extent that Vendor requires access to such data to provide the Services as contemplated by this Contract during its term. Vendor shall not commercially exploit the State Data, or do any other acts that may in any manner adversely affect the integrity, security or confidentiality of such items, other than as specified herein or as directed by State in writing.

#### D.3.2. Transfer/Migration of State Data

Prior to completion or termination of the contract, and at no additional cost, Vendor will ensure that all data is delivered to the Agency as an Excel Spreadsheet backup file containing all data in a relational format including a data model and data dictionary, and shall provide technical assistance to transfer the data to a new or replacement system.

Vendor agrees to clear the State's data from all computers as per the methods specified below:

After transfer of data back to Agency and/or migration of data to a new or replacement system, Vendor agrees to clear the State's data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information.

The following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate and Vendor will be required to certify in writing the method used including the date and time of data destruction.



#### D.4. OFFEROR / STAFF SPECIFICATIONS:

**Criteria for Responsiveness (maximum 850 points):** The total number of points available for responsiveness is 850: 675 points for qualifications, 75 points for the education data system qualifications, and 100 points for client references. Proposals that receive fewer than 80% of the points for the qualifications and education data system qualifications will not be eligible to move on to the following phases: client references, cost evaluation, or award.

#### D.4.1. Software Developer Qualifications (675 points):

- D.4.1.1. Software Developer Qualifications (2 positions) will be evaluated as follows: D.4.1.1.1. The degree to which the candidate demonstrates expertise
  - working with ASP.NET. (150 points)
  - D.4.1.1.2. The degree to which the candidate demonstrates expertise working with VB.NET. (150 points)
  - D.4.1.1.3. The degree to which the candidate demonstrates expertise working with Microsoft SQL Server. (150 points)
  - D.4.1.1.4. The degree to which the candidate demonstrates expertise working with JavaScript. (75 points)
  - D.4.1.1.5. The degree to which the candidate demonstrates expertise as a front end developer supporting a large scale application with a diverse user base. (75 points)
  - D.4.1.1.6. The degree to which the candidate demonstrates expertise working with Crystal Reports, including creating and merging PDF forms). (75 points)
- **D.4.2.** Education Data System Qualifications (75 points): The resume and narrative description submitted by each candidate will be evaluated against how the proposed candidate's knowledge of education data systems or equivalent will contribute to likelihood of success as a software developer. (75 points)

\*\* Only vendors receiving 80% (600 points) of the points available for qualifications and education data system qualifications will move on to the candidate references phase.

#### D.4.3. Software Developer Candidate References - 2 (100 points - 50 points for each candidate):

(Only vendors receiving 80% of the points (600 points) available for qualifications will move on to the candidate references phase. ISBE will select, interview and score two of the four references. Each interview will be worth 50 points based on the rubric below. If ISBE is unable to contact or score at a minimum two references of the four included in offeror's proposal, a score of zero will be assessed for each reference not scored by ISBE. Each interview will be worth 50 points based on the rubric below.)

- D.4.3.1. How satisfied were you with the services delivered by this candidate? Did the candidate meet the assigned timelines? (10 points)
- D.4.3.2. Did the candidate demonstrate a high degree of professionalism and strong capabilities taking direction from a management team? (10 points)
- D.4.3.3. What was the candidate's greatest strength and how did it impact the project? (10 points)
- D.4.3.4. Was the candidate able to work in a complex environment and take multiple perspectives into account? (10 points)



D.4.3.5. Would you hire this candidate again? Why? (10 points)

\*\* Only vendors receiving 80% (680 points) of the points available for qualifications, education data system qualifications, and references will move on to the pricing phase.

### D.4.4. Criteria for Pricing (150 points):

(Only vendors receiving 80% of the points available for qualifications, education data system qualifications, and references will move on to the pricing phase.)

- D.4.4.1. Price will be determined using the following formula:
- D.4.4.2. Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points
- D.4.4.3. If ISBE does not consider the proposed price to be fair and reasonable, and it cannot negotiate to an acceptable price, then ISBE reserves the right to cancel the award and take appropriate action to meet its needs. ISBE will determine whether the cost is fair and reasonable by considering the proposal, including the bidder's qualifications, the price proposed, other known prices, the project budget, and other relevant factors.

#### D.4.5. Replacement Candidates

- D.4.5.1. Vendor shall provide appropriate staff to carry out all aspects of the Vendor's responsibilities under the contract. The candidates assigned by Vendor to the project shall possess the skills, abilities and experience necessary to successfully perform the roles to which they are assigned. The Vendor shall not knowingly offer a candidate who is unfit and unskilled for the work to be performed.
- D.4.5.2. Vendor shall dedicate an individual to serve in the positions described herein. If the candidate becomes unavailable, Vendor shall notify the State in writing as early as possible.
- D.4.5.3. If candidate becomes unavailable during the term of the contract or it is determined by ISBE that 1) the candidate's performance is unsatisfactory or 2) the candidate cannot perform the objectives of the contract, the Vendor will have ten (10) working days to provide a suitable replacement candidate. A replacement candidate must have qualifications that are equal to or better than those of the individual being replaced, and ISBE must approve the replacement candidate prior to assignment to the project.
- D.4.5.4. If ISBE accepts a replacement candidate, the Vendor shall provide the replacement candidate at the same or a lower hourly rate than the individual being replaced, and, at no additional charge, for as many hours as ISBE requires to complete any orientation and attain the level of project proficiency of the individual that is being replaced. Orienting is defined as the replacement candidate becoming acquainted with the State of Illinois, ISBE, and the project environment.



Illinois State Board of Education Two Special Education I-Star IEP Software Developers

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- D.4.5.5. If, during the course of the contract, the Vendor is unable to propose, within 10 working days of the provided personnel becoming unavailable or the determination by ISBE that a particular individual is performing unsatisfactorily or cannot perform the objectives of the contract, a replacement candidate who meets the position requirements, ISBE reserves the right to cancel the contract in whole or in part without penalty.
- D.4.5.6. During the term of the contract and any renewal option, Vendor will maintain current information about formal education, training, certifications and licenses of the candidate. The Vendor will maintain current information about skills and experience acquired through similar engagements. The Vendor shall make any and all of this information immediately available to ISBE, upon request.

### D.5. TRANSPORTATION AND DELIVERY TERMS: n/a

**D.6.** OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format:

#### D.6.1. WORK PLAN REQUIREMENTS

The proposal must include:

- D.6.1.1. A brief description of the contractor's organization (if applicable);
- D.6.1.2. A resume for each proposed candidate for the software developer positions;
- D.6.1.3. A narrative describing the candidate's qualifications and experience in performing work of a similar nature. Proposed candidates should describe in detail all prior or current projects as they relate to the duties listed in Section D.3 and D.4 of this RFSP; and
- D.6.1.4. In order to meet the requirements of Section A.18 and References Part J, the names, addresses, and telephone numbers of four professional references. (These references should not be from ISBE employees or members of the Board.)

Click here to enter text.

#### D.7. SUBCONTRACTING

- **D.7.1.** Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.
- **D.7.2.** The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.
- **D.7.3.** Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

#### D.8. WHERE SERVICES ARE TO BE PERFORMED



Illinois State Board of Education Two Special Education I-Star IEP Software Developers

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- **D.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.
- **D.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.
- D.8.3. Location where services will be performed: ISBE office, 100 North First Street, Springfield, IL
- **D.8.4.** Percentage of contract of services performed at this location: 100 percent of services to be performed on location except when travel is required by ISBE for completion of various assigned projects or unless otherwise agreed to by ISBE management.

#### Vendor Response:

BIS Inc. agrees and complies with the requirements set forth in the Milestones and Deliverables.



# TRANSPORTATION AND DELIVERY TERMS



# Ref: 22039345

10/26/2016

# D.5 – TRANSPORTATION AND DELIVERY TERMS

BIS Inc. understands this contract does not contain any requirements for transportation and delivery terms.



# WHERE SERVICES ARE TO BE PERFORMED



# Ref: 22039345

10/26/2016

# D.8 – WHERE SERVICES ARE TO BE PERFORMED

If awarded this bid, 100% of the services will be performed at the following location:

ISBE Office

100 North First Street

Springfield, IL



#### Federal Funding Certifications and Assurances

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

As required by OMB, Vendor certifies that it:

- a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- d) Will initiate and complete the work within the applicable time frame.
- e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
  - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
  - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis
  - iv. of handicap;
  - v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
  - vi. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
  - vii. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
  - ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
  - x. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 et seq.
- f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii. Notification of violating facilities pursuant to Executive Order 11738;
  - iii. Protection of wetlands pursuant to Executive Order 11990;
  - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

- viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
- ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
- g) Will comply with all other federal statutes applicable to the project, including but not limited to:
  - i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,
  - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
  - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - v. Executive Order 11593, which relates to identification and protection of historic properties;
  - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
  - vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

#### 2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

#### 3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

### 4. Control of Property:

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

### 5. Cost Principles:

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

### 6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

### 7. Disadvantaged Business Enterprise (DBE) Assurance:

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

### 8. Drug Free Workplace:

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

### 9. Procurement Compliance Certification:

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

### 10. Standard Assurance:

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

### 11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

### 12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

### 13. Eligibility for Employment in the United States:

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

### 14. Exhibits and Amendments:

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

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

Signature

Kevin Bowsher

Printed Name

10/26/2016

Date

100 North First Street Springfield, IL 62777-0001

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

# **CERTIFICATION**

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

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

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

Bowsher Information Systems, Inc.

#22039345 Special Education I-Star IEP

Organization Name	PR/Award Number or Project Name	
Kevin Bowsher	President	
Name of Authorized Representative	Title	
	10/26/2016	
Original Signature of Authorized Representative	Date	

#### Instructions for Certification

- 1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
- 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
- 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

100 North First Street Springfield, IL 62777-0001

### CERTIFICATE REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to (2) influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards (3) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Bowsher Information Systems, Inc. #22039345 Special Education I-Star IEP PR/Award Number or Project Name Organization Name Kevin Bowsher President Name of Authorized Representative 10-26-2016 orized Representative

Date

Title

100 North First Street

Springfield, IL 62777-0001

# DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 3	1 U.S.C. 1352. (See reverse for public	burden disclosure.)	
1. TYPE OF FEDERAL ACTION			
a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance			
2. STATUS OF FEDERAL ACTION	_		
a. Bid/offer/application b. Initial award	] c. Post-award		
3. REPORT TYPE			
a. Initial filing b. Material change For material change	nge only: Year 0	Quarter _ Date of last report	
4. NAME AND ADDRESS OF REPORTING ENTITY			
Prime Subawardee, Tier , if known _	Congressional District, i	f known	
5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME A			
Congressional District if known			
Congressional District, if known 6. FEDERAL DEPARTMENT/AGENCY			
7. FEDERAL PROGRAM NAME/DESCRIPTION			
		CFDA Number, if applicable	
8. FEDERAL ACTION NUMBER, if known	9. AWARD AMOUNT, if known		
	\$		
<ol> <li>NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)</li> </ol>	<ul> <li>INDIVIDUALS PERFORMING SE (Including address if different from</li> </ul>	RVICES No. 10a) (last name, first name, MI)	
(Attach Continuation Sheet(	s) ISBE 85-37A, if necessary)		
11. AMOUNT OF PAYMENT (check all that apply)			
\$ Actual Planned			
12. FORM OF PAYMENT (check all that apply)			
a. Cash b. In-kind; specify: nature _	a. Cash b. In-kind; specify: nature value value		
13. TYPE OF PAYMENT (check all that apply)			
a. Retainer b. One-time fee c. Commission			
d. Contingent fee       e. Deferred       f. Other, specify_		ecify _	
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for			
payment indicated in item 11.			
15. YES NO CONTINUATION SHEET(S), ISBE 85-37A A	TTACHED		
16.	ORIGINAL SIGNATURE		
Information requested through this form is authorized by title 31			
U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required			
pursuant to 31 U.S.C. 1352. This information will be reported to the Congress TITLE semi-annually and will be available for public inspection. Any person who			
fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       TELEPHONE NUMBER       DATE			

# INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

100 North First Street Springfield, Illinois 62777-0001

# CONTINUATION SHEET DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

Offer for Illinois State Board of Education

Two Special Education I-Star IEP -Software Developers

Ref# 22039345

Proposal By



# Packet 3

## OFFER

**C.** Project Title / Reference #

IT Consulting Services – Special Education I-Star IEP Developers / 22039345

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 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 addenda 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's 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. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

🛛 Yes 🗌 No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No 🛛 N/A

C.7. 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



Illinois State Board of Education Two Special Education I-Star IEP Software Developers

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### C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

## 🛛 Yes 🗌 No

C.8.1	Offeror's Proposed Solution to Meet the State's Requirements	🛛 Yes 🗌 No
C.8.2	Milestones and Deliverables	🛛 Yes 🗌 No
C.8.3	Offeror/Staff Specifications	🛛 Yes 🗌 No
C.8.4	Transportation and Delivery Terms	Yes 🗌 No 🗌 N/A
C.8.5	Where Services Are to Be Performed	Yes 🗌 No 🗌 N/A

## C.9. PACKET 2 - PRICING

🛛 Yes 🗌 No

## C.10. PACKET 3 – OFFER

🛛 Yes 🗌 No

C.10.1	Offer	🛛 Yes 🗌 No
C.10.2	Exceptions to Solicitation Contract Terms and Conditions	🛛 Yes 🗌 No 🗌 N/A
C.10.3	Supplemental Provisions	🛛 Yes 🗌 No 🗌 N/A
C.10.4	Subcontractor Disclosures	🛛 Yes 🗌 No 🗌 N/A
C.10.5	References	Yes 🗌 No 🗌 N/A

# C.11. PACKET 4 - FORMS A

🗌 Yes 🛛 No

C.11.1	Business and Directory Information	🗌 Yes 🗌 No
C.11.2	Illinois Department of Human Rights Public Contracts Number	🗌 Yes 🗌 No
C.11.3	Standard Certifications	🗌 Yes 🗌 No
C.11.4	Disclosure of Business Operations in Iran	🗌 Yes 🗌 No
C.11.5	Financial Disclosures and Conflicts of Interest	🗌 Yes 🗌 No
C.11.6	Taxpayer Identification Number	🗌 Yes 🗌 No

## C.12. PACKET 4 - FORMS B

🛛 Yes 🗌 No

C.12.1	Illinois Procurement Gateway Registration # with expiration date	🛛 Yes 🗌 No
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Illinois State Board of Education Two Special Education I-Star IEP		Ref: 22039345		
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	C.12.2	Contificantions Timely to this Solicitation	🛛 Yes 🗌 No	
	C.12.2 C.12.3	Certifications Timely to this Solicitation		
	C.12.3	Disclosures of Lobbyists and Pending Contracts		
C.13.	PACKET 5 -	REDACTED OFFER		
	🛛 Yes 🗌 N	lo		
C.14.	PACKET 6 –	BEP UTILIZATION PLAN		
	C.14.1	Does this solicitation contain a BEP goal?		
	C.14.2	Minorities, Females, Persons with Disabilities Participation and Utilization Plan	🗌 Yes 🗌 No 🕅 N/A	
C 15	DACKET 7	VSB UTILIZATION PLAN		
C.13.	FACKET / -	V3B UILIZATION FLAN		
	C.15.1	Does this solicitation contain a VSB goal?	□ Yes ⊠ No	
	C.15.2	Veteran Small Business Participation and Utilization Plan	🗌 Yes 🗌 No 🖾 N/A	
C.16.	PREFERENCE	ES		
	The Illinois P	rocurement Code provides various preferences to promote business oppor	rtunities in Illinois.	
		or make any claims for preferences? If so, please mark the applicable pr		
	include a lis	ting of the items that qualify for the preference at the end of this Section a	ind a description	
		<ul> <li>preference applies. Agency/University reserves the right to determine indicated applies to Offeror.</li> </ul>	ne whether the	
	🛛 Resident	f Bidder (30 ILCS 500/45-10).		
		n Oil-Based Ink (30 ILCS 500/45-15).		
		d Materials (30 ILCS 500/45-20).		
		d Paper (30 ILCS 500/45-25).		
	Environm	nentally Preferable Supplies (30 ILCS 500/45-26).		
	Correctio	onal Industries (30 ILCS 500/45-30).		
	Sheltere	d Workshops for the Severely Handicapped (30 ILCS 500/45-35).		
	🗌 Gas Mile	age (30 ILCS 500/45-40).		
	🛛 Small Bu	sinesses (30 ILCS 500/45-45).		
	🗌 Illinois Ag	gricultural Products (30 ILCS 500/45-50).		
	Corn-Ba	sed Plastics (30 ILCS 500/45-55).		
	Disablec	l Veterans (30 ILCS 500/45-57).		
	Vehicles	Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)		
	🗌 Biobased	d Products (30 ILCS 500/45-75).		
	Historic F	Preference Area (30 ILCS 500/45-80).		
	Procurer	ment of Domestic Products (30 ILCS 517).		
	🗌 Public Pu	urchases in Other States (30 ILCS 520).		
		_		
		5		
Dowsher Lytor,	nation Systems, Inc.		pg. 4	

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Illinois Mined Coal (30 ILCS 555).

Steel Products Procurement (30 ILCS 565).

Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

□ Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation:  $\ensuremath{\mathsf{N/A}}$ 

Signature of Authorized Representative:

Printed Name of Signatory: Kevin Bowsher

Offeror's Name: Kevin Bowsher

Date: October 26, 2016



# EXCEPTIONS TO SOLICITATION CONTRACT TERMS AND CONDITIONS

**G.** Bowsher Information Systems, Inc. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22038788, including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL OFFEROR PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

By: Kevin Bowsher



Position: President

Date: 10/26/2016



## SUPPLEMENTAL PROVISIONS

- H.1. State Supplemental Provisions:
  - Agency/University Definitions
  - Required Federal Clauses, Certifications and Assurances
  - American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
  - Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
  - Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
  - Agency/University Specific Terms and Conditions

#### Exceptions to SECTION 3, Part F:

F.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.

F.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.

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

F.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 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 SECTION 3, Part F:

The following additional provisions are added to the provisions of SECTION 3, Part F.

F.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, and any subcontractors retained by the Vendor to perform Services under this Contract, shall not discuss the Services it is providing hereunder or engage in any public relations activities, including but not limited to, engaging the news media with regard to the Services, unless specifically requested or allowed to do so by ISBE. 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.

- F.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 payable as part of the contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.
  - 29.3 **LIQUIDATED DAMAGES.** The late delivery or untimely performance of the Services required under this Agreement by the Vendor will cause irreparable harm to the Agency in light of its obligations under state and federal law. As a result, the Agency shall have the right to assess liquidated damages as set forth in this Subsection if the Vendor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:
    - 29.3.1. If Vendor fails to meet any of the foregoing deliverable dates, the Vendor shall pay to the Agency liquidated damages of \$500.00 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by Vendor and while still under review by the Agency. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout the Agency. The parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. The Agency may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent the Agency from claiming damages for subsequent failures to meet the time schedule.



- F.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 records in 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.
- F.31. **REPORTING.** During the Term, the Vendor will provide monthly progress reports due to the Agency on the 1st of each month. 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.
- F.32. **KEY PERSONS.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team 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 reasonably believes that individual is not qualified to perform the Services or tasks required of that individual.
  - 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.
- F.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.
- F.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.

#### F.35. GENERAL PROVISIONS.

- 35.1 **Entirety.** This contract 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 Certifications and Assurances.



35.2.1 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.

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

- 35.3 **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.
- 35.4 **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.
- 35.5 **Amendment**. This agreement may only be amended in writing signed by both Parties.
- 35.6 **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.
- 35.7 **Return of Property.** Upon termination or expiration of the Term or at ISBE's request, the Vendor shall immediately return all property to ISBE.
- 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. Approximately 100% of funds for the initial contract period will be from federal source



## SUBCONTRACTOR DISCLOSURE

#### **I.1.** Will subcontractors be utilized? □ Yes ⊠ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- **1.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is 50%.
- **1.3.** Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.
  - Subcontractor Name: N/A

Anticipated/Estimated Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

• Subcontractor Name: N/A

Anticipated/Estimated Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

#### If additional space is necessary to provide subcontractor information, please attach an additional page.

- **1.4.** For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- **1.5.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.



## REFERENCES

Provide references from established firms or government agencies (4 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.

#### J.1. Firm/Government Agency/University (name): Teachers' Retirement System of Illinois

Contact Person (name, email address, address, and phone): Greg Maynerich - (217) 622-3198 - 2815 W. Washington St. Springfield IL

Date of Supplies/Services Provided: March 2015

Type of Supplies/Services Provided: Teacher Election software audit and technical review prior to major board election.

J.2. Firm/Government Agency/University (name): Midwest Meter Inc.

Contact Person (name, email address, address, and phone): Joe Morrell - (217) 825-6360 - 200 E. Franklin, Edinburg IL

Date of Supplies/Services Provided: July 2014 - November 2014

Type of Supplies/Services Provided: IT consulting for tracking/logging GPS locations of installed equipment for clients. This equipment map would be a blueprint for each client's water system. Mobile application would be utilized for GPS blueprinting.

J.3. Firm/Government Agency/University (name): Village of Dawson - Municipality

Contact Person (name, email address, address, and phone): Jeremy Nunes - (217) 415-0237 - 109 N. Lewis St, Dawson IL

Date of Supplies/Services Provided: August 2014 - current

Type of Supplies/Services Provided: IT consulting for mobile application. 311 logging, road maintenance tracking, property tax management, GIS spatial mapping for utilities.

J.4. Firm/Government Agency/University (name): Associated Network Partners, Inc.

Contact Person (name, email address, address, and phone): Joe O'Hara - (217) 891-7524 - 3243 S. Meadowbrook Rd, Springfield IL

Date of Supplies/Services Provided: January 2012-2013

Type of Supplies/Services Provided: General IT consulting and staff augmentation.



Illinois State Board of Education Two Special Education I-Star IEP Software Developers Ref: 22039345

10/26/2016

Offeror Name: Kevin Bowsher

Return Mailing Address: 6035 Horse Barn Rd, Pleasant Plains, IL 62677

