

Resume of BASKARAN VELAYUTHARAJA



SKILL SET	YEARS OF EXPERIENCE	Rating out of 10
<u>ASP.NET</u>	12	10
<u>VB.NET</u>	10	9.5
<u>MS SQL SERVER 08/12/14/16</u>	12	10
<u>JAVASCRIPT</u>	10	9
<u>XML</u>	10	9
<u>CRYSTAL REPORTS / SSRS</u>	7	9
<u>Ajax</u>	3	9
<u>jQuery</u>	6	9
<u>DATA SYSTEMS</u>	14	9

PROFESSIONAL SUMMARY

- 14+ years’ experience in IT- software development.
- Adapt in handling the SDLC entailing requirement Analysis, Design, Development and Testing.
- Extensive experience in developing enterprise level ecommerce websites and desktop based applications using VS.NET with 1.1/2.0/3.5/4.0/4.6.1, ASP.NET, Web API, ASP.NET MVC, JSON, Endeca, Commerce Server
- 2007/2009 R2, Ektron, Scene7 SPS/Scene7 API, IoC, SQL Server, SSIS, SSRS, VB.NET, C#.NET, Windows forms, WCF, WPF, LINQ, Web services, .NET Remoting, ADO.NET, Visual basic 6.0, XML/XSL, Silver Light, NUnit 3.5, Mock objects, Java Script, JQuery, HTML, XAML to build applications.
- Worked with Endeca Presentation API for defining and loading the Hierarchical data, Endeca configuration on Properties, Dimensions, Keyword search, Partial Update, Full update and etc. using the Endeca Developer studio
- Endeca work bench for maintaining the custom product data on the website like featured products
- Designed and Developed n-tier applications. Well versed with Back end, Middle tier, and Front end GUI development tools and technology
- Experience in development of applications using Web API, SOA, Web Services and WCF
- Extensive knowledge in Object Oriented Design/Development (OOD), Object Oriented Analysis and Design (OOAD), MVC architectural pattern, Design patterns, Test Driven Development (TDD) and unit testing using MS Test and NUnit
- Experience in create/design database, tables, keys/constraints and writing SQL queries, Functions, Procedures, Triggers, Views, SSIS, SSRS and SQL agent jobs in SQL Server
- Good experience on developing reports using Crystal reports and SQL Server Reporting services.
- Extensive experience in Design and Development applications with complete SDLC process in traditional Waterfall and Agile (Scrum) project management methodologies.
- Experience in Test Driven Development using NUnit3.5 (TDD)
- Good knowledge in Silverlight, MOSS and SharePoint
- Experience in Estimation methodologies and writing technical specification documents
- Experience in writing Project proposals, work estimation and allocation
- Experience in preparing project plans and configuration management plans
- Work in a highly collaborative environment with minimal supervision and ability to work on multiple priorities and/or projects simultaneously.
- Effective team player with good communication and interpersonal skills, committed, result oriented, hard working with a quest and zeal to learn new technologies.

TECHNICAL SKILLS

Languages	VB.NET / C#.Net, 1.1/2.0/3.5/4.0/4.6.1, ASP.NET 2.0/3.5/4.0, ASP.Net MVC 5.0, HTML
Scripting Languages	Java Script, JQuery, JSON, AngularJs, PowerShell Script, Bootstrap
SOA Technology	Microsoft Web Services, WCF, REST, WEB API
Technology	ADO.NET, LINQ, Entity Framework, WPF
Dev/Reporting Tools	VS 2003/2005/2008/2010/2013/2015, MS Test, NUnit, Rhino Mock, Moq, Crystal reports, SSRS
Databases	SQL Server 2000/2005/2008/2012 / 2014 (SSIS, SSRS), Sybase 12.0, MS Access
Version Controls	TFS 2008/2010/2012, SVN, Visual Source Safe, Serena Dimensions 9.1
Application Servers	IIS 6.0/7.5
Other Tools	Fiddler, Jira, Quality Centre, Swagger
Operating Systems	Windows XP, Windows 7/8/10, Windows Server 2003/2008 R2
Methodologies	Waterfall and Agile(Scrum)
eCommerce	Commerce server 2007/2009 R2, Endeca, Scene7 SPS/API, Ektron CMS

EDUCATION

Master Degree in Computer Applications (MCA) from Madurai Kamaraj University, India
Bachelor of Computer Science from Madurai Kamaraj University, India.

CERTIFICATIONS

70-562: Microsoft .NET Framework 3.5, ASP.NET Application Development
70-316: Developing Windows Based Applications with Microsoft Visual C#.Net
70-315: Developing Web Based Applications with Microsoft Visual C#.Net
70-229: Designing and Implementing Database with Microsoft SQL Server 2000 Enterprise Edition.
Got value awards from the core business team members

PROFESSIONAL EXPERIENCE:

BAI, Chicago

Feb 2016 – Till Date

Project: Next Gen LMS Role: Senior developer

This is the new Learning Management System being developed for BAI who is financial industry leader in pursuing and delivering the trusted information through relevant training, objective research by giving the powerful tools and actionable insights for financial services leaders.

Responsibilities

- Analysis, design, programming, debug and troubleshooting of software solutions using ASP.NET, VB.NET, SQL Server, Angular, JQuery, HTML 5 and Visual Studio 2015 (.NET Framework 4.6.1)
- Coordinate day-to-day software development efforts
- Writing business logic and functionality in VB.NET
- Design and developing APIs using ASP.NET WEB API (created controllers for User, Assignment, Course, Offering, Team, Search, Survey, Evaluation, Task, Transcript and etc.)
- Implemented cookie based authentication according to the client needs
- Implemented filters for custom authorization
- Writing service layer/ data access layer in VB.NET
- Implementation of IoC using Ninject
- Understanding and Integrating with existing systems - Saba and Latitude LMS systems
- Performing Unit testing with NUnit and Moq tools
- Database design and implementation in SQL Server 2014
- Continuous integration using Bamboo
- Following Agile development process
- User stories and bugs tracking in Jira

Environment: ASP.NET MVC 5, VB.NET, ADO.NET, WEB API 2.0, Ninject, NUnit 2.6, Moq, SQL Server 2014, Subversion, JSON, JQuery, HTML 5, Angular, Bootstrap, Jira, NodaTime, Bamboo, NewtonSoft, Swagger

DirectBuy, IN

Aug 2010 – Dec 2015

Project: NGE

Role: Lead / Senior developer

NGE (Next Generation Ecommerce) is the membership based eCommerce member's website designed for DirectBuy members where they can shop for the home improvement products ranging from Furniture, Appliances, Electronics, Lighting and Fans, Outdoor and etc. DirectBuy Admin and Owners website also been developed using ASP.NET MVC for administration purposes and for the usage of the DirectBuy club owners.

Responsibilities

- Involved in developing web application using .Net Framework 4.5, VB.NET, ASP.NET, Handlebar templates, JQuery, JSON, NewtonSoft, and etc.
- Design and developed the admin website using ASP.NET MVC primarily used by the DirectBuy business team to handle modules like Price Integrity, Inventory management of eCommerce products, create new users for club staff and club owners, maintaining the content placed in the Ektron content management system, maintaining the documents for DirectBuy vendors about their Delivery and product information. It is also used by the DirectBuy Helpdesk team to do the Member support by looking at the member's information, members shopping cart / wish lists and any profile changes that needs to be done for members.
- Design and developed the DirectBuy owner's website using ASP.NET MVC to handle all the club related information being displayed on the member's website for each club like their geographic information / contact information, any member tickets belong to the member's club and benefits being a club members and etc.
- Created the ASP.NET MVC controllers, models (domain and view models) and views (Razor) for both Admin and Owner websites
- Implemented Forms based authentication using Commerce server membership provider for ASP.NET MVC applications of Admin and Owner websites.
- Created ASP.NET WEP API controllers for TOPS, Refinements (which exposes the Endeca data and other sensitive data related to the DirectBuy members and vendors/products), ECommerceMain and ECommerceStage database operations
- Used Entity framework for implementing the data layer
- Used filters for exception handling and custom token based validation
- Involved in designing and development of SOA services using Web services and Windows Communication Foundation (WCF).
- Written stored procedures, functions, views and triggers apart from doing many integrations and reports using SSIS AND SSRS
- Created SSIS packages for DirectBuy product feed to ICE, products import for lifestyle / discover memberships which define what products these members will see on the DirectBuy members' website, involved in Price manager integration and Levolor integration.
- Created a lot of reports using SSRS – user analysis report, Team analysis report, assembled products report, SKU Builder report, VDI import report, Image report and etc.
- Using Endeca as the search engine for DirectBuy member's website – for search / guided navigation / refinements / brand landing pages' / Custom show room pages / featured zones and etc.
- Endeca Presentation APIs – to define and load the hierarchical data of Departments / Categories / Sub Categories / Brands / Refinements and etc.
- Endeca Pipeline configuration for Partial Update which occurs every hour and Full update on every mid night
- Endeca Configuration on Properties, Dimensions, Keyword searches/ Keyword Redirect and etc. using Endeca Developer studio
- Bring the product data to Endeca from the PIM system called VSR (Virtual Show Room) – to define the Taxonomy and Refinements like Color/Finish/Brand and etc.
- Used LINQ effectively on both APS.NET (customer facing eCommerce and internal Admin/Owner applications)
- Conducted formal and informal product design reviews throughout the software development lifecycle to provide input on functional requirements, product designs, schedules and potential issues. Leveraged developer background to communicate effectively with software design team, quickly gaining their respect and becoming a valued, "go-to" team member.
- Responsible for successful completion of all stages of project lifecycle
- Involved in build and deploying the application
- Taking care of QA/STG and LIVE deployments
- Using Commerce server 2007/2009 R2 for complete shopping cart experience – Profile / Catalog / Inventory / Order sub systems been heavily used in the website to achieve the business goals.
- Have the extensive experience in how the product data flows between the systems right from the PIM system to the Order integration to the back office system once the members do the checkout in the NGE website.
- Using Scene7 as the image server for publishing and rendering DirectBuy products and also used the Scene7 API

- for various business requirements.

Environment: VS 3.5/4.0, ASP.NET, ASP.NET MVC, Web API, JQuery, JSON, Handlebar templates, HTML 5, Bootstrap, Endeca, Commerce Server 2007/2009 R2, Ektron, Scene7 SPS/Scene7 API, SQL Server, SSIS, SSRS, VB.NET, C#.NET, WCF, WPF, LINQ, Web services, ADO.NET, Visual basic 6.0, ASP 3.0, XML/XSL, NUnit 3.5

TESCO Retail Stores, UK

Aug 2009 – May 2010

Team Lead / senior .NET Developer

Project: Tesco.com Groceries

Tesco is world's third largest retailer based in UK. **Fresh and Easy** Neighborhood Market is a chain of supermarkets having around 200 stores on the west coast (California, Arizona and Nevada) of Unites states, a subsidiary of Tesco. Tesco.com Groceries is an e-commerce retail application, handling Tesco's groceries business online, based on the Martini framework. Martini is the framework developed in house to support different business lines of Tesco.

Responsibilities

Analysis, design, programming, debug and troubleshooting of software solutions using C#.NET and ASP.NET

- Responsible for successful completion of all stages of project lifecycle
- Coordinate day-to-day software development efforts
- Developed ASP.Net pages, written business logic and functionality in C#
- Developed and enhanced online application, which meet business and functional requirement
- Involved in designing and development of SOA services using Windows Communication Foundation (WCF)
- Performed Functional testing
- Database design and implementation in SQL Server 2005
- Integration with various external systems like ARCOT, SOLVE, NGC, SVS and CCOLA.
- Involved in build and deploying the application
- Taking care of INT and OPS deployments (like LIVE environment)
- Taking the high priority defects and fixing them
- Maintaining the application after the post production
- Implemented Agile development process

Environment: ASP.NET 3.5, C#.NET 3.5, ADO.NET, Visual Basic 6.0, COM+, WCF, Web Services, Windows Services, AJAX, NUnit 3.5, SQL Server 2005, SSIS, XSL/XML and CSS, MQC, Power Shell, TFS, SharePoint Server, ARCOT, SOLVE, NGC, SVS and CCOLA.

TESCO Retail stores, UK

Mar 2008 – Aug 2009

Senior .NET Developer

Project: Tesco.com WINES

Tesco Wine is an e-commerce retail application, handling Tesco's wine business online, based on the Martini framework. Martini is the framework which has been envisioned and developed in house to support different business lines of Tesco.

Responsibilities

- Analysis, design, programming, debug and troubleshooting of software solutions using C#.NET and ASP.NET
- Developed ASP.Net pages
- Coded business logic and functionality in C#
- Developed the online application which meet business and functional requirement
- Performed Unit testing and written the mock objects using NUnit in Test Driven Development.
- Involved in designing and development of SOA services using Windows Communication Foundation (WCF)
- Performed Functional testing
- Database design and implementation in SQL Server 2005
- Integration with various external systems like ARCOT, SOLVE, NGC, SVS and CCOLA.
- Implemented Agile development process

Environment: ASP.NET 3.5, C#.NET 3.5, ADO.NET, WCF, Web Services, Windows Services, AJAX, NUnit 3.5, SQL Server 2005, SSI S, XSL/XML and CSS, MQC, Power Shell, TFS, BizTalk Server, SharePoint Server, ARCOT, SOLVE, NGC, SVS and CCOLA.

TESCO, UK

Sep 2007 – Mar 2008

Senior .NET Developer

Project: Competitor Intelligence

The grocery 'compare my basket' feature will show how much you're shopping would cost at current Tesco prices and current competitor prices. The basket compared could either be your current Dotcom Grocery basket or a previous in-store transaction.

Customers will then have the ability to drill down to compare individual products. This involves collecting the data on our and our competitors' products, matching our products with their products.

Responsibilities

- Analysis, design and programming of software solutions using C#.NET and ASP.NET
- Designed and implemented data access layer and business logic-layer
- Designed and developed Web services
- Database design and implementation (SQL Server 2005)
- Written the stored procedures to store and process the competitor data
- Involved in Problem Solving and Trouble- Shooting Capabilities.
- Written the regular expressions to retrieve the values for various product attributes from the different competitor's web pages
- Able to scrape the different competitor's websites

Environment: .NET 2005, C#.NET 2005, SQL Server 2005, ADO.NET, Web Services, NUnit 3.5, SSIS, XSL/XML and CSS, MQC, Power, Shell, TFS, Serena Dimensions 9.1, SharePoint Server.

Royal Bank of Canada, Canada

May 2007 – Sep 2007

Technical Lead

Project: BMTK & PRSnet

The Branch Manager Toolkit provides Branch Managers with online functions to comply with their responsibility for supervising trades by their IAs. PRSnet is a browser based application that Investment Advisors, Associates, and Assistants will have access to in order to retrieve PRS information. PRS statement will be created and displayed on-line for the client accounts.

Responsibilities

- Prepared the technical specification document
- Handled all technical issues and design issues.
- Prepared project proposal and estimation using UCP/SMC
- Dealt with work estimation and allocation
- Prepared the project plan (PP) and configuration management plan (CMC)
- Developed User-Interface web forms using ASP.NET and created the user controls
- Analysis & design of the project with designing input/output screens (HTML Prototypes).
- Design and developed Web Services
- Integration of different modules of the project
- Conduct code walkthroughs and done the peer review and the documentation
- Provided technical support to internal developers

Environment: ASP.NET 1.1, C#.NET, ADO.NET, Sybase 12.0, COM+, Web Services, XML, MQC, VSS, JavaScript

Royal Bank of Canada, Canada

April 2006 – May 2007

Technical Lead

Project: GSAS

This project process the information related to investments done by client. It gathers information, cleans applies business rules and generates the reports, which is useful for management to take proper investment decision. This project is also useful for client in fulfilling its legal obligations under various laws.

Responsibilities

- Developed User-Interface web forms using ASP.NET.
- Extensively used .NET Server controls, User Controls, Data grid Web Control
- Effectively utilized .NET Caching Techniques
- Developed Business Layer using C#. NET
- Extensively used DOM Objects to create an XML file using static data and Data from Database using ADO
- Integration of different modules of the project.
- Configuration management activities. Validating the requirements.
- Prepared the technical specification document
- Handled all technical issues and design issues
- Prepared project proposal and estimation using UCP/SMC estimation methodologies
- Dealt with work estimation and allocation
- Prepared the project plan and configuration management plan
- Design and developed Web Services
- Conduct code walkthroughs and review the peer's code and documentation

- Provided technical support to internal developers

Environment: ASP.NET 1.1, C#.NET, ADO.NET, COM+, Web Services, JavaScript, XML DOM, SQL Server 2000, VSS

HCC Surety Group, USA

Dec 2005 – Apr 2006

Technical Lead

Project: HCC

Responsibilities

- Development of Windows Forms (in VB.NET)
- Involved in writing business logic in middle tier
- Optimizing the other's code
- Written Stored Procedures in SQL Server
- Conducted code reviews and work allocation
- Prepared User manuals

Environment: VB.Net 1.1, SQL Server 2000, Win forms, VSS, COM+, .NET Remoting and Reporting services.

Harcourt Inc, USA

May 2004 – Nov 2005

Senior Developer

Project: ECHOS and BackOffice

Responsibilities

- Preparation of low level and High-level Design documents
- Created the common templates
- Development of web pages and user controls.
- Written middle tier using C#
- Involved in writing stored procedures
- Unit/Integration Testing
- Conducting code review & standards/checklist review
- Integration of different modules of the project
- Deployment of code to onsite

Environment: ASP.NET, C#.NET, SQL Server 2000, VSS and PeterBlum controls.

Seven Worldwide, Paratus/AGT, USA

Jun 2003 – May 2004

Developer

Project: Paratus

Responsibilities

- Preparation of DDS
- Involved in writing Web Services
- Involved in writing middle tier code using C# and front end code in Flash Action scripts.
- Involved in writing stored procedures
- Conducting peer review & standards/checklist review
- Done proof of concepts (POC) in Flash MX 2004

Environment: ASP.NET, VB.NET, Web Services, SQL Server, VSS, Macromedia Flash MX 2004

RAS-i Solutions

Oct 2002 – Jun 2003

Developer

Project: Indiandoctors.org

Responsibilities

- Design and development of web pages using ASP
- Client side validations using JavaScript
- Unit testing, Integration testing

Environment: ASP, Java Script, HTML, SQL Server 2000.

QUALIFICATIONS

ASP.NET

Certified in Microsoft .NET Framework, ASP.NET Application Development (Certification 70-562)

- Over 12 years' experience in ASP.NET environments, since 2002 (beginning of his career)
- Good understanding and ability to use them wisely as needed for all the ASP.NET techniques. Developed many
- ASP.NET applications using both C# and VB languages.
- Delivered these applications with all the Frameworks using 2.0, 3.5 and 4.0.
- Provided the best latest digital solutions for the Business team for all the problems faced. Created interface applications with several techno-functional interfaces.
- Created few Azure hosted applications and also worked on the Cloud based solutions for web applications.
- He has utilized Asp.Net in almost all projects including BAI, DirectBuy, HCC Surety Group and Seven
- Worldwide Paratus/ AGT, USA
- Baskaran is rated EXPERT in ASP.NET

VB.NET

- Baskaran has more than 10 years of experience with VB.NET.
- Used heavily for the e-Commerce application development and enhancements.
- Created many Business layer class files and interfaces with SQL server databases.
- Created multiple Web service, API and AJAX calls to complete the interface transactions. Adopted latest .Net techniques to complete the Application development and Enhancement.
- Worked in three additional VB.NET systems environments including BAI, DirectBuy, HCC Surety Group and
- Seven Worldwide Paratus/ AGT, USA
- Baskaran is rated EXPERT in VB.net

SQL Server

- Certified in Database Design and Implementation for Microsoft SQL Server (Certification 70-229)
- Over 12 years combined experience with SQL Server
- Created multiple Packages, Views and Stored procedures.
- He has utilized SQL Server in almost all of the projects.
- He has worked in all the versions from SQL Server
- Current project for BAI includes the following SQL Server tasks:
- Database design and implementation
- Writing SQL queries in SQL Server
- Triggers, views, functions in SQL Server
- Also used SSRS, SSIS and SQL agent jobs in SQL Server
- Baskaran is rated EXPERT in SQL Server

JavaScript and Ajax

- 10 years combined experience working with JavaScript, AngularJS and JQuery and Ajax
- Extensive experience building enterprise eCommerce websites using JavaScript
- Experience designing, programming debugging and troubleshooting of JavaScript websites.
- He has good knowledge in developing applications using MVC in JavaScript based tools.
- Worked in JavaScript environments at BAI, Direct Buy, Tesco, Royal Bank of Canada and Harcourt
- Baskaran is rated EXPERT in JavaScript; highly proficient in Ajax

XML

- Over 10 years of XML experience
- Key contributor in XML project for financial services reporting application for GSAS
- Developed Web-based PRS system for banking institution
- Handled technical specifications and project management for several XML- based projects in a variety of systems environments
- Baskaran is rated an EXPERT in XML
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Crystal Reports

- Over 7 years combined experience with Crystal Reports and SSRS
- Experienced at creating and merging PDF forms
- Has worked in 2 Crystal Reports Environments (DirectBuy and Tesco)
- Created user analysis reports, team analysis reports other analytical reports
- Has worked on SQL Server Reporting Services (SSRS)

- Created many Custom Reports for the Users. Used Crystal Report version 10 and integrated with Web applications for the ease of use.
- Baskaran is rated EXPERT in Crystal Reports

Nutrition Data Systems Environment

- All around expertise in a variety of environments
- He has over twelve years of experience across a wide variety of platforms, technologies and environments. His versatility and adaptability will allow him to do superb work in the WINS environment at ISBE
- Baskaran is rated HIGHLY PROFICIENT in nutrition data systems or their equivalent

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

Siva Moopnar

Printed Name

February 21, 2017

Date

ILLINOIS STATE BOARD OF EDUCATION

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.

Edify Technologies, Inc.
Organization Name

Ref# 22039826 ISBE Software Dvlprsr for WINS
PR/Award Number or Project Name

Siva Moopnar
Name of Authorized Representative

President
Title

Original Signature of Authorized Representative

Date
Feb
21,
2017

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.

ILLINOIS STATE BOARD OF EDUCATION
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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Edify Technologies, Inc.
Organization Name

ISBE Proj Ref # 2203896
PR/Award Number or Project Name

Siva Moopananar
Name of Authorized Representative

President
Title

Original Signature of Authorized Representative

February 21, 2017
Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Note: Edify Technologies, Inc. has no lobbying activities

Directions: Complete this form to disclose lobbying activities pursuant to 31 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 only: Year Quarter Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

Prime Subawardee, Tier , if known Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

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

\$

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from 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 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

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 ATTACHED

16. 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

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

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 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.

TITLE	
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.
8. 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.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

**CONTINUATION SHEET DISCLOSURE OF
LOBBYING ACTIVITIES**

REPORTING ENTITY



**EDIFY TECHNOLOGIES RESPONSE TO THE
STATE OF ILLINOIS
REQUEST FOR SEALED PROPOSALS (RFSP)
Illinois State Board of Education
IT CONSULTING SERVICES – 5 SOFTWARE DEVELOPERS (WINS)
Reference #22039826**

PACKET 4 - FORMS B

Illinois Procurement Gateway Registration #

Certifications Timely to this Solicitation

Replacement Certification to IPG Certification #6 (supersedes response in IPG)

Disclosures of Lobbyists and Pending Contracts

Disclosure of Current and Pending Contracts

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22039826 Procurement/Contract #: TBD

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20328336 IPG Expiration Date: January 16, 2018

2. Certification Timely to this Solicitation or Contract

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

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISBE	IT Programmer/Analysts for Web-Based Applications	Contract	\$27,880 in FY2015 \$177,786 in FY2016	22035466
ISBE	Two Business Analysts for ILDS	Bid	\$385,310.00	22038788
Office of the Attorney General	AG Temporary Support for IT Application Development	Bid	\$326,400.00	C17-009

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Edify Technologies, Inc.

Phone: 630-932-9310

Street Address: 2200 S. Main Street #306

Email: siva@edifytech.com

City, State, Zip: Lombard, IL 60148

Vendor Contact: Siva Moopnar

Signature: _____

Date: February 21, 2017

Printed Name: Siva Moopnar

Title: President

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Siva Moopnar

Business Name: Edify Technologies, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: XXXXXXXXXX

Legal Status (check one):

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

Signature of Authorized Representative: _____

Date: February 21, 2017



**EDIFY TECHNOLOGIES RESPONSE TO THE
STATE OF ILLINOIS
REQUEST FOR SEALED PROPOSALS (RFSP)
Illinois State Board of Education
IT CONSULTING SERVICES – 5 SOFTWARE DEVELOPERS (WINS)
Reference #22039826**

PACKET 2 - PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror’s price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror’s entire Offer Non-Responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format:

Indicate the hourly rate for the software developer and compute the total time-and-materials cost.

Software Developers: Hours X Hourly Rate = Total Cost

**6000 Total Hours Per Consultant (5 Consultants submitted)
Initial Term (7/1/2017-6/30/2020)**

2000 hours per year X 3 years = 6000 hours per developer

Consultant #1	\$79/hr x 6000 hours	= \$474,000.00
Consultant #2	\$79/hr x 6000 hours	= \$474,000.00
Consultant #3	\$79/hr x 6000 hours	= \$474,000.00
Consultant #4	\$79/hr x 6000 hours	= \$474,000.00
Consultant #5	\$79/hr x 6000 hours	= \$474,000.00
Total for 5 Consultants	\$79/hr x 30,000 hours	= \$2,370,000.00

Renewal Term	4000 Total Hours x 5 Consultants (20,000 total hours)	
FY 2021 & 2022	5 Consultants @ \$79/hr	= \$790,000.00 per year
(7/1/2020-6/30/2022)	Total for two years	= \$1,580,000.00

Total Contract = \$3,950,000.00

E.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is firm.

E.3. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows: N/A.

E.4. DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

E.6. OFFEROR’S PRICING OFFER: Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. **Offeror’s Price for the Initial Term: \$2,370,000.00**

E.6.2. **Renewal Compensation:** If the contract is renewed, the price shall be at the

E.6.3. same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

- E.6.3.1. Agency/University Formula for Determining Renewal Compensation: See section E.1.2
- E.6.3.2. **Offeror's Price for Renewal(s): \$1,580,000.00**



STATE OF ILLINOIS
Part C (Offer) and Applicable Forms in Section 3
PACKET 3

C. Project Title / Reference # Web-based Illinois Nutrition System Software Developers / 22039826

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

PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

- | | | |
|-------|--|--|
| C.8.1 | Offeror’s Proposed Solution to Meet the State’s Requirements | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.2 | Milestones and Deliverables | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.3 | Offeror/Staff Specifications | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.4 | Transportation and Delivery Terms | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.8.5 | Where Services Are to Be Performed | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.1. PACKET 2 – PRICING

Yes No

C.2. PACKET 3 – OFFER

Yes No

- | | | |
|--------|--|--|
| C.10.1 | Offer | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| C.10.3 | Supplemental Provisions | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.4 | Subcontractor Disclosures | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| C.10.5 | References | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.3. PACKET 4 – FORMS A

Yes No

- | | | |
|--------|---|---|
| C.11.1 | Business and Directory Information | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| C.11.3 | Standard Certifications | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| C.11.4 | Disclosure of Business Operations in Iran | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| C.11.5 | Financial Disclosures and Conflicts of Interest | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| C.11.6 | Taxpayer Identification Number | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C.4. PACKET 4 – FORMS B

Yes No

C.12.1 Illinois Procurement Gateway Registration # with expiration date Yes No

C.12.2 Certifications Timely to this Solicitation Yes No

C.12.3 Disclosures of Lobbyists and Pending Contracts Yes No

C.5. PACKET 5 – REDACTED OFFER

Yes No

C.6. PACKET 6 – BEP UTILIZATION PLAN

C.14.1 Does this solicitation contain a BEP goal? Yes No

C.14.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan Yes No N/A

C.7. PACKET 7 – VSB UTILIZATION PLAN

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.8. PREFERENCES

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

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

Resident Bidder (30 ILCS 500/45-10).

Soybean Oil-Based Ink (30 ILCS 500/45-15).

Recycled Materials (30 ILCS 500/45-20).

Recycled Paper (30 ILCS 500/45-25).

Environmentally Preferable Supplies (30 ILCS 500/45-26).

Correctional Industries (30 ILCS 500/45-30).

Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).

Gas Mileage (30 ILCS 500/45-40).

Small Businesses (30 ILCS 500/45-45).

Illinois Agricultural Products (30 ILCS 500/45-50).

Corn-Based Plastics (30 ILCS 500/45-55).

Disabled Veterans (30 ILCS 500/45-57).

Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)

Biobased Products (30 ILCS 500/45-75).

- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- 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: Edify Technologies, Inc., an Illinois based enterprise is a registered small business with the State and a Certified Minority Enterprise. Our DBE certification is currently pending.

Signature of Authorized Representative _____

Printed Name of Signatory: Siva Moopanar

Offeror's Name: Edify Technologies, Inc.

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SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term date of July 1, 2017 (or date of contract execution, whichever is later) through June 30, 2020. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

1.1.2. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): *one (1) option to renew for a two-year period.*

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

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

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

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.

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

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

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

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

1.5.1. Termination: This contract may be terminated, in whole or in part, by ISBE without advance notice pursuant to a funding failure under this Section of the Contract.

1.5.2. Suspension: ISBE may suspend this contract, in whole or in part, pursuant to a funding failure under this Section of the Contract.

F.2. PAYMENT TERMS AND CONDITIONS:

2.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

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

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

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

2.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

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

- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

Send invoices to:

Agency/University:	Illinois State Board of Education
Attn:	Division Administrator/Director of Information Technology
Address:	100 North First Street
City, State Zip	Springfield, IL 62777

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

F.4. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

F.5. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property

Damage), in the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- F.19. CONTRACTUAL AUTHORITY:** The Agency/University that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time

of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

F.21. MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

F.22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

F.23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

F.24. SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

F.25. WARRANTIES FOR SUPPLIES AND SERVICES

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

25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

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

F.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

26.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of

this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

- F.27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

G. Edify Technologies, Inc., agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22039826), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: **No 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 #	Edify Technologies, Inc. has no exeptions
	ADDITIONAL OFFEROR PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

By: Siva Moopnar

Signed: _____

Position: President

Date: February 20, 2017

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 \$1,150.00 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 education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Vendor’s possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency’s request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.
- 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 software developers 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(\$190,000) will be from federal sources.

Other (describe)

[Type here]

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.

I.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%.

I.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.

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

I.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 subcontracto

REFERENCES FOR EDIFY TECHNOLOGIES

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): State of Maryland Health Benefit Exchange

Contact Person (name, email address, address, and phone): Baktav Radhakrishnan, Ph.D., baktav.radhakrishnan@maryland.gov 901 Elk Landing Road, Linthicum, MD 21090, 703-498-1268

Date of Supplies/Services Provided: Ongoing

Type of Supplies/Services Provided: Database Development

J.2. Firm/Government Agency/University (name): State of Virginia Department of Health

Contact Person (name, email address, address, and phone): Sylvia Mitchem, sylvia.mitchem@vdh.virginia.gov 109 Governor Street, Richmond, VA 21219, (804) 864-7100

Date of Supplies/Services Provided: Ongoing

Type of Supplies/Services Provided: Testing Services

J.3. Firm/Government Agency/University (name): Entelli Consulting, LLC

Contact Person (name, email address, address, and phone): Suzy Carlson, scarlson@entelli.com 900 North Arlington Heights Road, Itasca, IL 60143, 708-721-1219

Date of Supplies/Services Provided: Since 2003

Type of Supplies/Services Provided: Application Development, Web Development, SharePoint Consulting, ETL/BI services.

J.4. Firm/Government Agency/University (name): Multivision, Inc.

Contact Person (name, email address, address, and phone): Murugesh Kasilingam, murugesh@multivision-inc.com 75 Executive Drive, Suite 425, Aurora, IL 60504, 630-978-1400

Date of Supplies/Services Provided: Since 2010

Type of Supplies/Services Provided: IT Consulting Services, Application Development, Web Development, etc.

Edify Technologies, Inc., 2200 South Main Street #306, Lombard, IL 60148