

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

To provide Professional Services relating to Illinois' Social Impact Bonds Program

Illinois Procurement Bulletin Reference Number: 22032020

Governor's Office of Management and Budget

RFP Issued: September 27, 2013

Offers Due: December 3, 2013, 12:00 PM (CT)

The Governor's Office of Management and Budget ("GOMB," the "Agency," or "State"), on behalf of the Department of Children and Family Services (DCFS) and the Department of Juvenile Justice (IDJJ), requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description

Illinois is pioneering the use of social impact bonds (SIBs), often referred to as "pay-for-success" contracting, as a new approach toward solving pressing community challenges. Social impact bonds advance evidence-based solutions while limiting the risk to taxpayers if a program is unsuccessful. Social impact bonds represent a smarter way for government to do business, furthering transparency and accountability to ensure that taxpayer funds are not spent on ineffective programs. Success-based contracting presents an opportunity for Illinois to increase the efficiency of government-funded service delivery, reduce costs to state taxpayers, and accelerate innovation in ameliorating social problems for high-risk populations. The initiative is part of Governor Quinn's agenda to foster innovation across Illinois, expand pathways for at-risk youth, and make government smarter.

This Request for Proposal (RFP) specifically seeks responses to undertake social impact bonds initiatives related to:

1. Providing wraparound community-based services to increase placement stability for crossover youth dually involved in DCFS and IDJJ
2. Improving employment, educational, and recidivism outcomes for justice-involved youth at a high risk of reoffending

The State will consider only applications that meet all service provision, project management, and capital-raising functions required by social impact bond contracts. It is permissible for a single entity to propose to take on all three roles, for a lead organization to propose to fulfill one of the roles and to obtain the additional capacity necessary to fulfill the other roles through pre-specified consulting or subcontracting arrangements, or for a joint-entity of multiple partnering organizations to propose to take on all three roles (with or without subcontracting arrangements). For example, possible Offeror structures include, but are not limited to (a) an independent service provider with project

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

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

management and capital-raising capabilities, (b) a service provider with project management capabilities that contracts with a consultant to support capital-raising, (c) a financial intermediary with project management and capital-raising capabilities that contracts with one or more service providers, or (d) a partnership between a service provider and a financial intermediary with capital-raising capabilities that together have project management capabilities.

The State may enter into one or more social impact bonds contract(s) immediately and may pursue additional initiatives depending on the quality of proposed SIB projects (according to the criteria outlined in this RFP), Agency capacity, and the availability of funding. The State makes no guarantee that a contract, or any obligation to purchase any services, will result from this RFP. The resulting contract with the awarded vendor shall have an initial term of up to seven (7) years. The State reserves the right to assign certain of its obligations under the contract entered into pursuant to this RFP to one or more State agencies or entities, as may be appropriate.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instruction pages (Sections A and B) with offers. Offerors should keep the Instructions and a copy of offers for future reference. *The State reserves the right to reject offers that fail to adhere to proposal form and content requirements.*

Background

Illinois is on the leading edge of social impact bonds among states in the U.S., following New York and Massachusetts, which have recently issued procurements. On April 9, 2013, Governor Quinn announced the launch of Illinois' Social Impact Bonds program. GOMB issued a Request for Information (RFI) on May 3, 2013 to solicit ideas for SIBs projects and received over forty responses, which were made publicly accessible on the State's Social Impact Bonds website at <http://sib.illinois.gov>. The ideas submitted in response to the RFI informed the development of this RFP.

Under the most common social impact bond model, the government contracts with an independent intermediary entity, or directly with a service provider, to provide social services. The government pays this contract-holder entirely or almost entirely based upon achievement of performance targets. Performance is rigorously measured by comparing the outcomes of individuals referred to the service provider relative to the outcomes of a comparison or control group that is not offered the services.

If the contract-holder fails to achieve the minimum target, the government does not pay, ensuring that taxpayer funds are not spent on programs that are ineffective. Payments typically rise for performance that exceeds the minimum target, up to an agreed-upon maximum payment level. The contract-holder obtains operating funds by raising capital from private commercial or philanthropic investors who provide upfront capital in exchange for a share of the government payments that become available if the performance targets are met. If the contract-holder is an intermediary, it uses these operating funds to subcontract with one or more service providers to deliver the interventions necessary to meet the performance targets.

Independent monitoring and evaluation of outcomes is critical in social impact bond contracts, as government payment is predicated on the achievement of outcomes. Rigorous evaluation systems, which determine if pre-agreed upon targets have been reached, can deepen the State's understanding of which social service programs actually work, and findings can be used to improve services throughout Illinois. This learning enables the State to spend taxpayer funds more efficiently and scale evidence-based innovative social programs that have been proven to work in Illinois.

The term "Social Impact Bond," which was coined in the UK, has led to some confusion. The private sector financing arrangement is not a typical debt instrument and these transactions do not require the government to issue debt. To avoid these misperceptions, the federal government tends to call these projects "pay-for-success" contracts.

For additional resources to learn more about social impact bonds, visit the State's SIBs website at <http://sib.illinois.gov>.

Table of Contents

Introduction	1
Background.....	2
Table of Contents	3
A. Instructions for Submitting Offers	5
A.1. How to Enter Information.....	5
A.2. Published Procurement Information	5
A.3. Solicitation Contact	5
A.4. Intent to Bid	5
A.5. Offeror Questions and Agency Response	6
A.6. Offerors Conference	6
A.7. Offer Due Date, Time and Address for Submission of Offers	6
A.8. Summary of Procurement Schedule	7
A.9. Organization of Response Required	7
A.10. Submission of Offers	8
A.11. Format Requirements	8
A.12. Security	9
A.13. Small Business Set-Aside.....	9
A.14. Minority Contractor Initiative	9
A.15. Federal Funds.....	9
A.16. Employment Tax Credit.....	9
A.17. Governing Law and Forum.....	9
A.18. Public Records and Requests for Confidential Treatment.....	9
A.19. Reservations.....	9
A.20. Award	10
A.21. References	10
A.22. Payment and Invoicing.....	10
A.23. Objections and Protest Review	10
A.24. Evaluation Process	11
B. Selection of Vendor	14
C. Offer	18
Checklist and preferences	18
Section 1 - Specifications/Qualifications/Statement of Work.....	22
Section 2 - Pricing	30
Attachments	32

AA.	State Board of Elections Registration	32
BB.	Authorized to Do Business in Illinois.....	33
CC.	Illinois Department of Human Rights Public Contracts Number	34
DD.	Standard Terms and Conditions.....	35
EE.	Supplemental Provisions.....	41
FF.	Subcontractor Disclosure.....	42
GG.	Standard Certifications	43
HH.	Financial Disclosures and Conflicts of Interest.....	47
II.	Disclosure of Business Operations in Iran.....	55
JJ.	Business Information	56
KK.	References	58
LL.	Solicitation Contract Terms and Conditions Exceptions	59
MM.	Taxpayer Identification Number	60
NN.	Minorities, Females, Persons with Disability Status and Participation (BEP) Utilization Plan.....	61

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin at www.purchase.state.il.us (referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive any optional e-mail notices.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided to any other person.

<i>Solicitation Contact:</i> Scott Kleiman	<i>Phone:</i> 312-814-3900
<i>Agency:</i> Governor’s Office of Management and Budget	<i>Fax:</i> N/A
<i>Street Address:</i> James R. Thompson Center, 100 W. Randolph, Suite 15-100	
<i>City, State Zip:</i> Chicago, Illinois 60601	
<i>Email:</i> scott.kleiman@illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Any other questions that pertain to this solicitation must be submitted to GOMB following the instructions provided below in Section A.5 “Offeror Questions and Agency Response.” Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

- A.4. INTENT TO BID:** Parties that intend to respond to this RFP are strongly encouraged to notify the State of their intent to bid via email to Social.Impact.Bonds@Illinois.gov no later than **October 25, 2013 at 4:00 PM (CT)**. The email should have the subject line “Social Impact Bonds, Intent to Bid – [Offeror Name]”, include the name of the organization (or organizations, if a joint-response is anticipated), and identify the relevant program area, as described in Section 1.2, to which a response is anticipated. Submission of Intent to Bid is not required to submit an Offer in response to this RFP.

A.5. OFFEROR QUESTIONS AND AGENCY RESPONSE: Any questions that pertain to this solicitation, other than suspected errors or those raised at any Offeror Conference, must be submitted to GOMB by email to Social.Impact.Bonds@Illinois.gov no later than **October 24, 2013 at 4:00PM (CT)**. Please indicate “Social Impact Bonds, RFP Question – [insert Offeror’s Name]” in the subject line. The State reserves the right to disregard questions that are submitted in any other format. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.6. OFFERORS CONFERENCE:

Offerors Conference: Yes No

Mandatory Attendance: Yes No

The State will convene an Offerors Conference on **October 17, 2013** at the time and location below to address any questions about this RFP prior to the RFP submission deadline. Participation in the Offerors Conference is optional. Parties unable to attend may send a local agent on their behalf. Sign-in will be required of all participants. The State reserves the right to publish the list of attendees and/or their organizations at any time.

Date: October 17, 2013
 Time: 2:00 PM (CT)
 Location: James R. Thompson Center
 Room 2-025
 100 West Randolph
 Chicago, IL 60601

A.7. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Offers will be opened at the Submit/Deliver Offers To address provided below at the Offer Due Date & Time specified below.

A.7.1. Offer Due Date & Time

Date: December 3, 2013
 Time: 12:00 PM Central Time (CT)

A.7.2. Offer Firm Time: The Offer must remain firm for 120 days from opening.

A.7.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Governor’s office of Management and Budget
 Attn: Scott Kleiman, Social Impact Bonds Initiative
 James R. Thompson Center, 100 W. Randolph, Suite 15-100
 Chicago, IL 60601

“Sealed Bid – Do Not Open”
 Project Title & Reference #: Social Impact Bonds Program (Reference #: 22032020)
 Due Date & Time: December 3, 2013, 12:00 PM (CT)
 Offeror Contact Name

	<i>Offeror Organization Name</i>
	<i>Offeror City, State Zip</i>

A.8. SUMMARY OF PROCUREMENT SCHEDULE

Event	Date	Day	Time (CT)
RFP release	September 27, 2013	Fri	-
Offerors Conference	October 17, 2013	Thurs	2:00 PM
Deadline for emailed RFP inquiries	October 24, 2013	Thurs	4:00 PM
Deadline for notice of intent to bid	October 25, 2013	Fri	4:00 PM
Deadline for submission of proposal	December 3, 2013	Tues	12:00 PM

A.9. ORGANIZATION OF RESPONSE REQUIRED: Offers must be submitted in four packets, as described below in sections A.9.1-A.9.6. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work (Offer) provided in Section 1. Packet 2 shall include Offeror’s Pricing Offer provided in Section 2. Packet 3 shall include all other information requested including but not limited to applicable attachments. Packet 4 shall contain a redacted copy of the offer.

Separately seal and label each packet.

A.9.1. OFFEROR’S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – Packet 1

A.9.1.1. Technical Response and Attachments

A.9.1.2. ATTACHMENT NN – Minorities, Females, and Persons With Disabilities (BEP) Participation And Utilization Plan

A.9.2. OFFEROR PRICING OFFER – Packet 2

A.9.3. ATTACHMENTS AA through CC, FF through KK, and MM – Packet 3, Tab 1

A.9.4. ATTACHMENT EE - SUPPLEMENTAL PROVISIONS – Packet 3, Tab 2

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

A.9.5. ATTACHMENT LL - EXCEPTIONS - Packet 3, Tab 3

A.9.5.1. Exceptions must be provided on Agency’s Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.

A.9.5.2. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror’s offer.

A.9.6. OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS – TRADE SECRETS OR OTHER COMPETITIVELY SENSITIVE, CONFIDENTIAL, OR PROPRIETARY INFORMATION (if applicable) - Packet 4

A.9.6.1. Offeror should provide a redacted copy of the Offer (including “Section 1 – Specifications/Qualifications/Statement Of Work” and “Section 2 – Pricing”), if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See Section A.18 and Attachment DD - Standard Terms and Conditions, item #9.

A.10. SUBMISSION OF OFFERS: Offer must be submitted in four separately sealed packets as indicated above in Section A.9 and clearly labeled with the Request for Proposal title, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The four separately sealed packets may be submitted together in one mailing/shipping box (strongly preferred) or may be submitted separately in individual/shipping boxes.

On separate CDs or USB drives included in each packet, Offerors must also submit an electronic copy of that packet’s contents in searchable Adobe PDF (.pdf) format. Any budgets or other quantitative documents included in Packet 2 may also be submitted in Microsoft Excel (.xls or .xlsx) format, although this is not required. Each portion of the Offer should be included on its own CD or USB drive, include pricing submissions.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	10	1
PRICING – PACKET 2	1	10	1
OTHER FORMS – PACKET 3	1	10	1
REDACTED OFFER – PACKET 4	1	1	1

A.11. FORMAT REQUIREMENTS: All original applications must be printed on 8½ x 11-inch paper, on one side of the page, unbound, with one-inch margins on all sides. Copies should be bound and printed double-sided. The Technical Response must be in 12-point Times New Roman type and single-spaced allowing 1 line between each paragraph. The Technical Response contained in Packet 1 of this RFP must not exceed 40 pages, not including any required appendices.

A.11.1. Page numbers must be included on the entire application, including attachments, and must be sequential.

A.11.2. All pages must be clearly labeled with the Offeror’s organization name in the header or footer.

A.11.3. The appendices must be clearly separated, with a cover sheet for each appendix labeled with the appropriate appendix letter and name.

- A.12. SECURITY:** Performance Bond: \$0.
- A.13. SMALL BUSINESS SET-ASIDE:** Yes No.
- A.14. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- A.15. FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.
- A.16. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.17. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. An Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offerors may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- A.18. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.9) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.19. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. Waiver of one defect shall not be interpreted to waive any other or further defect. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State reserves the right to reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract.

Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work, prior to the date all parties execute a contract.

A.20. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price and/or other terms, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.

A.21. REFERENCES: Yes No. If "Yes" is marked, Offeror must provide references from both established private firms or nonprofit organizations and government agencies other than GOMB, who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. References from Illinois are preferred, but not required. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of Reference	Number Required of Each Reference Type
Government Agency (other than GOMB)	2
Private Firm or Nonprofit Organization	2

A.22. PAYMENT AND INVOICING: The selected vendor or vendors (hereafter "Vendor") will be reimbursed through a pay-for-success reimbursement structure determined in contract negotiations. Payment from the State will be contingent on the Vendor meeting outcomes, as determined by an independent validator which the State will separately secure, agreed upon by both parties in the contract. The State anticipates that the Vendor will secure working capital from the commercial and philanthropic investment marketplace to cover operating expenses during the duration of the contract. Vendor shall invoice the State upon the certification of results at the completion of the contract, or as otherwise agreed upon by both parties in the contract. The Department to which invoices should be submitted by the Vendor will be identified in contract negotiations. Payment is subject to appropriation as needed by the General Assembly.

Offeror shall not bill for 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.

A.23. OBJECTIONS AND PROTEST REVIEW: Offerors who object to any provision of the RFP, who believe their proposal was improperly rejected, or who believe that the selected proposal(s) is/are not in the best interest of the State, may submit a written protest regarding the State's action. The Protest Officer will consider all such written protests which are submitted according to the time periods specified below. The Protest Officer will investigate all allegations and issue a written response. The decision of the Protest Officer is final.

Protests must be in writing and will be considered filed when physically received by GOMB at the following address:

Governor's Office of Management and Budget
Office of the General Counsel
James R. Thompson Center

100 W. Randolph, Suite 15-100
Chicago, IL 60601
ATTENTION: Roma Larson

Protests must be filed within seven (7) calendar days after the protestor knows or should have known of the facts giving rise to the protest. If a protest is received, any award made will not be considered final until the protest is resolved.

A.24. EVALUATION PROCESS: The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

A.24.1. RESPONSIBILITY: A Responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the offeror is a "Responsible" Offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:

A.24.1.1. A "prohibited offeror" includes any person assisting 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 providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business who contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

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

A.24.1.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the Offeror's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.24.1.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate any resulting contract, consistent with the termination for cause provision of the contract, if the Offeror lacks the financial resources to perform under the contract. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.24.2. **RESPONSIVENESS:** A Responsive Offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications, and provide any required documentation.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.
- Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

A.24.2.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.24.2.2. The State will determine whether Offeror's Offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law

must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.24.3. **PRICE:** The State identifies the best scoring Price Offer that meets Responsibility and Responsiveness requirements.

STATE OF ILLINOIS

SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsibility and Responsiveness requirements. The State will rank complete and compliant Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. The most qualified Offers will then be considered for Price evaluation and Award.
 - B.2.1.** A Procurement Management Team (PMT) will be designated by GOMB, in conjunction with DCFS and IDJJ, prior to the opening of any Offers.
 - B.2.2.** All Offers will be reviewed by GOMB to determine completeness and compliance with the response submission instructions as outlined above in Subsections A.24.1 and A.24.2.
 - B.2.2.1.** The PMT may determine non-compliance with an RFP requirement is insubstantial. In such cases, the PMT may seek clarification, allow the Offeror to make minor corrections, apply appropriate penalties in evaluating the Response, or apply a combination of all three remedies.
 - B.2.3.** For those responses that are complete and comply with the Offer submission instructions, the PMT will evaluate and score for Responsiveness the Technical Response provided in Offer, Section 1 – Specifications/Qualifications/Statement Of Work according to the scoring criteria listed below in Section B.5.
 - B.2.4.** The four highest scoring Offers deemed most qualified by the PMT will be considered Finalists. The PMT will interview Finalists to clarify their Technical Responses. Offerors' effectiveness in clarifying their Technical Responses and responding to questions from the PMT will be considered as part of their final Responsiveness scoring. Finalists will be considered by the PMT for Price Elements and Award recommendation.
 - B.2.5.** The maximum number of total points is 1,000 (Responsiveness 825 + Price 175).
- B.3.** The State reserves the right to reject an Offeror's response at any time during the evaluation process if the Offeror:
 - B.3.1.** Fails to demonstrate to the PMT's satisfaction that it meets all RFP requirements;
 - B.3.2.** Fails to submit all required information or otherwise satisfy all Response requirements in Offer, Section 1 – Specifications/Qualifications/Statement Of Work or Offer, Section 2 – Pricing;
 - B.3.3.** Has any interest that may, in the PMT's sole determination, conflict with performance of services for the State or be anti-competitive; or
 - B.3.4.** Rejects or qualifies its agreement to any of the mandatory provisions of the RFP or the State's standard Contract Terms and Conditions.

B.4. The PMT may determine some element of an Offeror’s response requires clarification to verify its responsiveness to the RFP or facilitate a fair comparison with competing proposals. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers.

B.5. RESPONSIVENESS ELEMENTS: The chart below shows the elements of Responsiveness that the State evaluates in its scoring criteria and their relative weights in point format.

B.5.1. The maximum number of points for Responsiveness is 825.

B.5.2. Requirements outlined in the criteria must be met by at least one of the proposed SIB partner organizations if the Offeror represents a partnership between multiple organizations. Please note that the State reserves the right to disqualify a proposal if the PMT deems that the Offeror does not have the capacity to raise adequate funds for the proposed SIB Project.

Criteria for Offeror Organization(s)	Points
<p>i. Organizational capacity and experience providing the proposed services to achieve outcome targets:</p> <ul style="list-style-type: none"> • Experience with the target population and provision of the proposed services. • Track record of achieving significant outcomes. • Flexibility to innovate and adapt intervention to meet outcome targets. 	150
<p>ii. Ability to raise between \$5 million and \$30 million in operating funds as required for the proposed SIB Project:</p> <ul style="list-style-type: none"> • Demonstrated capacity for, and experience with, fundraising from commercial and philanthropic investors, and managing investor relations, including meeting any reporting requirements. • Strategy for raising funds for SIB Project from a combination of commercial and philanthropic investors. 	150
<p>iii. Capacity for developing the SIB Project and coordinating partnerships, including:</p> <ul style="list-style-type: none"> • Demonstrated track record of success partnering with government. Willingness and ability to collaborate and coordinate with multiple partners, including state government and an independent evaluator, to develop the SIB Project and achieve consensus on the above deliverables. • Expertise to appropriately specify target population, intervention, target outcomes, budget, financial model, and operational plan. • Capacity to dedicate full-time staff, with appropriate experience and relevant issue expertise, to the SIB Project. • Reasonable allocation of functions between any organizations partnering as Offerors to this RFP. • Quality of proposed utilization plan, or good faith effort, to comply with the State’s Business Enterprise (BEP) program. 	100

iv. Capability for managing a performance-based Project:	50
<ul style="list-style-type: none"> • Capability for collecting, monitoring, analyzing, and reporting outcome data as well as implementing course-corrections as may be necessary. • Demonstrated success managing a performance-based Project. 	
Subtotal for Offeror Organization(s)	450
Criteria for Proposed Services	Points
i. Addresses area of substantial social need that aligns with state priorities and has appropriate outcomes, populations, and intervention(s)	175
<ul style="list-style-type: none"> • Outcomes are aligned with the goals of the State, and the intervention addresses an area of substantial social need beyond that which the State is currently able to address. Offers in which services are delivered in multiple regions of the State, including areas both within and outside of the Cook County region, will be considered as more qualified. • Target population is well defined and appropriate, with details on the number of persons to be served by year and over the course of the Project, the average length of time they will be served. Serves at least 800 individuals over the course of the Project. • Intervention model is well described and appropriate for the target population and target outcomes. A clear theory of change is outlined. 	
ii. High feasibility of success with strong evidence base and measurable target outcomes:	150
<ul style="list-style-type: none"> • Services have strong, credible, cited evidence that supports their causal link to the proposed outcomes. Results that have been demonstrated with more rigorous methods, such as randomized controlled trials, or replicated through multiple evaluations, will be considered as more qualified. • Proposed outcome targets are measurable, evaluable (relative to a counterfactual), and achievable based on the proposed services. • Process for identifying, selecting, and enrolling participants is effective and identifies any necessary modifications to current processes or systems. • Feasibility of scaling services beyond the initial SIB Project if the SIB project is successful. Any impediments, limitations or challenges to scaling the services should be noted. 	
iii. Establishes safeguards against harm of the target population	50
Subtotal for Proposed Services	375
Total for Responsiveness Elements	825

B.6. PRICE ELEMENTS: The chart below shows the elements of Price that the State evaluates in its scoring criteria and their weight in point format.

B.6.1. The maximum number of points for Price is 175.

B.6.2. If the State does not consider the Price offer to be fair and reasonable, and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

Criteria for Price Response	Points
<p>i. Cost-effective budget and service provision:</p> <ul style="list-style-type: none"> • Project generates quantifiable savings and monetizable benefits to the State, realized within the proposed project timeline, that are greater than the total costs of the intervention and SIB project. Interventions that produce benefits that are larger and materialize in earlier time periods will be considered more qualified. • Budget comprehensively outlines all costs associated with the SIB Project, including service cost, legal, personnel, evaluation and other overhead costs. • Budget, including costs and projected State savings generated, are realistic in consideration of the target population and proposed services, and allow for an adequate return on investment at target outcomes to incentivize participation of investors. • External cost estimates are fully cited and from reputable sources. 	175
Total for Price Elements	175

B.7. RECOMMENDATION AND SELECTION PROCESS: After the PMT has completed the evaluation of all responses, the PMT shall make recommendations for award to the Director of GOMB who, in consultation with the Governor’s Office and the Directors of DCFS and IDJJ, will make decisions about award and any subsequent contract negotiations.

While recommendations of the PMT will be a key factor in the procurement decisions, the State considers the findings of the PMT to be non-binding recommendations and will make decisions in the best interest of the State. The Agency Directors and the Governor’s Office maintain final authority over funding decisions and reserve the right to consider additional factors, such as geographical distribution of proposed service areas, past performance history and/or financial standing with the State, when making final Award decisions.

All awards are contingent upon successful negotiation of contract terms. At any time during the contract period, GOMB reserves the right to negotiate changes to the original contract, performance specifications and performance outcomes/measures, consistent with the terms of this RFP, upon reasonable notice to the Vendor.

STATE OF ILLINOIS

OFFER CHECKLIST

C. OFFER – SOCIAL IMPACT BONDS PROGRAM (Reference #: 22032020)

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation.

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 has 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: Offeror attended the optional Offeror Conference.

Yes No

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

Yes No

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

Yes No N/A

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

Yes No N/A

STATE OF ILLINOIS
OFFER, SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

C.7. PACKET 1 – OFFER, SECTION 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK: Yes
 No

C.7.1. Offer Checklist Yes No

C.7.2. Technical Response: Cover Letter Yes No

C.7.3. Technical Response: Overview of Offeror Organization(s) Yes No

C.7.4. Technical Response: Scope of Services Yes No

C.7.5. Technical Response: General Requirements Yes No

C.7.6. ATTACHMENT NN – Business Enterprise Program (BEP) Response Yes No

C.8. PACKET 2 – OFFER, SECTION 2 – PRICING: Yes No

C.8.1. Pricing Response, including Pro Forma Budget Yes No

C.9. PACKET 3 – OTHER FORMS: Yes No

Tab 1

C.9.1. ATTACHMENT AA – Certificate of Registration with the State Board of Elections Yes No N/A

C.9.2. ATTACHMENT BB – Authorized to Do Business in Illinois Documentation (if checking option C or D in certification #31 in “Attachment GG – Standard Certifications”) Yes No N/A

C.9.3. ATTACHMENT CC – Illinois Department of Human Rights Public Contracts Number Yes No

C.9.4. ATTACHMENT FF – Subcontractor Disclosures Yes No

C.9.5. ATTACHMENT GG – Standard Certifications Yes No

C.9.6. ATTACHMENT HH – Financial Disclosures and Conflicts of Interest Yes No

C.9.7. ATTACHMENT II – Disclosure of Business Operations in Iran Yes No

C.9.8. ATTACHMENT JJ – Business Information Yes No

C.9.9. ATTACHMENT KK – References Yes No

C.9.10. ATTACHMENT MM – Taxpayer Identification Number Yes No

C.10.

Tab 2

C.9.11. ATTACHMENT EE – Supplemental Provisions Yes No

Tab 3

C.9.12. ATTACHMENT LL – Solicitation and Contract Terms and Conditions Exceptions Yes No

PACKET 4 – REDACTED COPY OF OFFER : Yes No N/A

C.10.1. Redacted Copy of Offer (including “Section 1 – Specifications/Qualifications/Statement Of Work” and “Section 2 – Pricing”), with Confidential Information Deleted Yes No N/A

C.11. PREFERENCES

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

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

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

Items that Qualify and Explanation:

[Click here to enter text.](#)

Signature(s) of Authorized Representative:

Printed Name of Signatory(ies):

[Click here to enter text.](#)

Vendor Name(s):

[Click here to enter text.](#)

Date(s):

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

STATE OF ILLINOIS
OFFER, SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

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

Include Section 1 and any attachments in Packet 1

1.1. GOAL: The State of Illinois (the “State”), through the Governor's Office of Management and Budget (“GOMB” or the “Agency”), on behalf of the Department of Children and Family Services (DCFS) and the Department of Juvenile Justice (IDJJ), is requesting proposals from organizations that seek to partner with the State on Social Impact Bond (SIB) contracts.

1.2. SCOPE OF SERVICES REQUESTED: This RFP seeks proposals for either of the two below program areas. Proposals should respond to only one of these program areas. Offerors may submit an additional complete response under separate cover if interested in responding to the second program area.

1.2.1. Child Welfare – Provide wraparound community-based services to increase placement stability for crossover youth dually involved in DCFS and IDJJ

A large number of displaced youth in residential care with the State have experienced the trauma of multiple placement disruptions and failures, long stays in foster care, and the lack of a permanent home before entering residential care. A 2004 analysis by the Chapin Hall Center for Children at the University of Chicago, which examined residential care utilization within Illinois, determined that nearly 40% of youth entering DCFS residential care entered directly from locked settings, often juvenile detention, IDJJ facilities, or mental health programs. In the decade since, the State has also observed a growing trend towards higher-end care required for youth in residential treatment; DCFS estimates that in FY2013, nearly 42% of youth placed in residential care with the State required high-end services.

The State seeks to provide greater community-based placement stability and fewer instances of incarceration for delinquency and criminality for these high-risk youth. Often termed “dually involved youth” or “crossover youth,” these youth are typically either DCFS wards who get in trouble with the law, or IDJJ delinquents entering DCFS. Offeror’s proposed services should reflect an integrated continuum of care that provides appropriate evidence-based interventions and wraparound services, with linkages to mental health care and substance abuse treatment as needed.

Priority outcomes include increased diversion of these youth from high-end residential placements with the State into community-based settings, and decreased recidivism and future involvement with the criminal justice system.

1.2.2. Juvenile Justice – Improving employment, educational, and recidivism outcomes for justice-involved youth at a high risk of reoffending

An essential measurement of any juvenile “reentry” system is whether youth returning from incarceration remain safe and successful within their communities. An Illinois Criminal Justice Information Authority (ICJIA) analysis of juveniles released from IDJJ during state fiscal years 2005-2007 found that within three years of release, 86% of youth were rearrested and 68% of youth were re-incarcerated, rates similar to those of other states.

The State seeks to improve educational achievement and employment outcomes for justice-involved youth (ages 15-23) who are either incarcerated, on probation, or in IDJJ

aftercare/parole and at a high risk of recidivating. Offeror's proposed services should be characterized by (1) intensive, individualized academic remediation that provides educational continuity through high-school graduation or GED certification, (2) technical skills-based job training and paid work experience, preferably in science, technology, engineering, and math (STEM) related industries, and (3) evidence-based cognitive behavior therapies, trauma-informed care, family engagement, and wraparound services as needed.

As a result of improved educational achievement, employment preparedness and job retention, and therapeutic intervention, youth returning from IDJJ facilities to their communities will be at a decreased risk for future deviant or criminal behavior. Priority outcomes include reduced recidivism, increased employment opportunities and job retention in livable-wage careers, increased high school graduation and/or GED certification, and increased enrollment in post-secondary education and/or technical/professional certification programs.

- 1.3. ADDITIONAL OFFEROR SPECIFICATIONS:** GOMB will consider only applications that meet all service provision, project management, and capital-raising functions required by social impact bond contracts; see Section 1.6 for the full list of required functions. It is permissible for a single entity to propose to take on all three roles, for a lead organization to propose to fulfill one of the roles and to obtain the additional capacity necessary to fulfill the other roles through pre-specified consulting or subcontracting arrangements, or for a joint-entity of multiple partnering organizations propose to take on all three roles (with or without subcontracting arrangements).

For example, possible Offeror structures include, but are not limited to, (a) an independent service provider with project management and capital-raising capabilities, (b) a service provider with project management capabilities that contracts with a consultant to support capital-raising, (c) a financial intermediary with project management and capital-raising capabilities that contracts with one or more service providers, or (d) a partnership between a service provider and a financial intermediary with capital-raising capabilities that together have project management capabilities.

- 1.4. ADDITIONAL PROJECT SPECIFICATIONS:** The State expects its total costs for any given social impact bond contract (before accounting for benefits) will be between \$5 million and \$30 million, including all project costs, outcome evaluation and validation costs, and maximum investor returns for the entire length of the project. There should be a service delivery period of at least 4 years, allowing for at least 3 cohorts of outcome data to be available by the beginning of the final year of service delivery when the State may begin to consider future service needs. Projects may require a planning and start-up period of up to one year, as well as up to two years at the end of the Project for the completion of service delivery and measurement of outcomes. The State reserves to right to enter into contracts of either shorter or longer duration if it believes that doing so would best achieve the goals of this RFP.

The State may enter into one or more SIB contract(s) immediately and may pursue additional initiatives depending on the quality of proposed SIB projects (according to the criteria outlined in this RFP), Agency capacity, and the availability of funding. The State makes no guarantee that a contract, or any obligation to purchase any services, will result from this RFP.

1.4.1. GOMB will separately secure an independent outcome evaluator/validator for this initiative.

1.4.2. The most recent report depicting juvenile justice system recidivism and risk factor data can be found online at the Illinois Criminal Justice Information Authority (ICJIA) website:
<http://www.icjia.state.il.us/public/index.cfm>.

- 1.5. TECHNICAL RESPONSE REQUIREMENTS:** All Offerors must submit a Technical Response that addresses the required elements outlined in Subsections 1.5.1 – 1.5.4.

The response should reflect the Qualifications listed in Section 1.6 below, as well as the Offeror's understanding of social impact bond contracting as described in the background section of this RFP. It should explain the Offeror's role in achieving the State's overall objective of using success-based contracting to increase the efficiency of government-funded service delivery, reduce costs to state taxpayers, and accelerate innovation in ameliorating social problems for the target population. Responses should be as specific as possible in describing how and to whom the organization will provide services, what set of services would be provided, how the proposed model would incorporate proven best practices, and how the project would generate savings for the State.

The Technical Response should be submitted in Packet 1. Offerors must present proposals in the same sequence and with the same letter scheme and heading shown in this Section 1.5. The Technical Response should be written in a concise manner; the State will disregard material that is not directly relevant to the information requested below. If the Offeror believes that a subject has been adequately addressed in another part of the application narrative, then a cross-reference to the appropriate part of the narrative must be provided.

Please make specific reference in your response, as well as in any accompanying cover letter or document, to any legitimately and appropriately confidential or proprietary material contained in your response.

- 1.5.1. **Cover Letter:** A cover letter signed by an individual authorized to negotiate for and execute the Contract on behalf of the Offeror, and that includes all of the following information (failure to submit a cover letter including all components may result in disqualification from consideration).
 - 1.5.1.1. A statement that the submission is a response to GOMB's Social Impact Bonds RFP.
 - 1.5.1.2. Identification of the relevant program area, as described in Section 1.2, to which this response is directed.
 - 1.5.1.3. Brief summary of description of the target population; proposed intervention; proposed outcomes and measure(s); and service cost and expected savings to the State.
 - 1.5.1.4. The name, principal address, and type of legal entity of each of the Offeror organization(s).
 - 1.5.1.5. The name, address, email, telephone number, and fax number of individual(s) authorized to negotiate the contract on behalf of each of the Offeror organization(s) and who are signing the cover letter.
- 1.5.2. **Overview of Offeror Organization(s) (collectively, the "Offeror")**
 - 1.5.2.1. Describe Offeror's mission(s) and programs.
 - 1.5.2.2. Explanation of how the Offeror organization(s) plan to allocate responsibilities and meet the stated requirements for the intermediary and for the service provider functions as outlined below in Section 1.6. If multiple organizations are responding to this RFP jointly as a single Offeror, please describe the nature of the relationship and provide details on any partnership agreement(s). Identify the organization that will serve as the fiscal agent for funds.

- 1.5.2.3. Identify any other organizations that will have a significant role in the delivery of services and will receive funds from the Social Impact Bond initiative, including but not limited to sub-contractors or consultants.
- 1.5.2.4. Describe Offeror's experience in providing the described types of services, and provide performance data relating to such experience. Clearly indicate any current or past contracts your firm has held to provide services of a similar nature to the State.
- 1.5.2.5. Describe Offeror's organizational infrastructure as it relates to its capacity to deliver the Scope of Services listed below, including information on the expertise and experience of key executives, staff, and directors.
- 1.5.2.6. Describe Offeror's prior experience in collaborating with public and/or private entities for service delivery, as well as with funding entities, highlighting specific prior involvement with the State and/or other programs of comparable size and complexity.
- 1.5.2.7. Describe Offeror's prior experience with performance-based service delivery and with the collecting, tracking, and reporting of data to measure performance and impact.
- 1.5.2.8. Describe Offeror's capacity to provide regular and on-demand reports to the State on service provision, outcomes, overall project management, or other project-related topics as requested.

1.5.3. Scope of Services

- 1.5.3.1. Describe the target population to be served, as well as any geographic focus areas if appropriate, and provide an estimate of the number of clients that could be served annually over the term of the contract. In doing so, explain the specific methods that will be used to identify the target population and to select, engage, and retain program participants. Also explain any modifications to current or ongoing processes that may be necessary for a SIB project. Describe your understanding of the developmental, support and service needs of this population that will need to be addressed in order to achieve sustainable positive program outcomes.
 - 1.5.3.1.1. In cases where the State does not have legal jurisdiction over youth (who, for example, may have aged out of its systems), providers should develop effective means for engaging these youth on a voluntary basis.
- 1.5.3.2. Describe the program delivery model, including which services would be delivered, where the services would be delivered, and by whom. Provide a clear and specific process for determining the type, level and duration of assistance for each program participant and the expected average benefits to be provided to eligible participants. Additionally:
 - 1.5.3.2.1. Identify for which services the Offeror intends to be the primary provider, and for which, if any, services the Offeror intends to contract with a subcontractor(s).

- 1.5.3.2.2. Describe any required linkages to current state programs, such as mental health services, for treatment populations during the service period.
- 1.5.3.2.3. Describe any transition plan for individuals successfully exiting the program.
- 1.5.3.3. Identify the expected outcomes for the treatment population. Describe the evidence base underlying the recommended program model as well as any proof of concept for the proposed programming.
- 1.5.3.4. Identify the anticipated outcome metric(s) as well as the means and methodology for measuring, evaluating, and documenting program impacts (such as the creation of a randomized control group, for example). Describe ability to track and analyze data for performance measurement.
- 1.5.3.5. Describe the planned approach to raising funds for the project, from a combination of commercial and philanthropic sources, to cover operating costs and absorb risk if necessary. Identify how the Offeror intends to conduct ongoing program administration and project management.
- 1.5.3.6. Provide a detailed work plan and implementation schedule, including key milestones and deliverables. Address the timing of planning, start-up, service delivery, observation, measurement of outcomes, evaluation and determination of payment for a SIB Project.
- 1.5.3.7. Assess the future scalability of services beyond the proposed SIB Project, if the proposed SIB Project is successful, as well as any potential limitations to scaling.
- 1.5.3.8. Recommend a governance structure for the social impact bond contract that:
 - a) ensures that service providers with expertise with the target population have a significant role in decision making;
 - b) ensures that the State will have sufficient oversight and participation in decision making to allow it to protect the population being served from harm and to verify that the program delivery models are consistent with the intentions of this RFP; and
 - c) allows sufficient flexibility for the Offeror to produce the desired amount of learning, innovation, and performance-based management.
- 1.5.3.9. Describe safeguards against harm that the Offeror will provide for the target population during the course of the intervention and suggest a plan for participating individuals should services be discontinued for any reason.
- 1.5.3.10. Identify any questions or concerns related to the State's program goals set forth in this RFP, and/or obstacles to achieving such goals, including Responder ability gaps. Successful execution of a social impact bond contracting arrangement will require systems to support performance management, as well as the ability to measure outcomes and secure funding. GOMB understands that fulfilling all these requirements will likely require the coordinated efforts of multiple entities. References to ability gaps will be used to ensure that all necessary roles and functions are provided by the partnership of organizations entering into a social impact bond contracting arrangement.

- 1.5.3.11. Provide full citations for any referenced data or sources. This may be included as an appendix that does not count towards the narrative section page limit.

1.5.4. **General Requirements**

- 1.5.4.1. Detail the strategy for complying with, or provide evidence of good faith effort to comply with, the State's Business Enterprise Program (BEP), as outlined in Appendix NN, for inclusion in Packet 1.
- 1.5.4.2. Summarize the Offeror's anti-discrimination and affirmative action/equal opportunity policies. Summarize the Offeror's female and minority employment practices, including the number of women, minority and disabled professionals employed by the Offeror and if they would be used to provide services to the State.
- 1.5.4.3. All Offerors are required to provide all certifications and disclosures as requested by this RFP. Failure to complete and sign the required forms included in the Appendices to this document may disqualify your firm.

1.6. QUALIFICATIONS: The Offeror, proposed intervention, and project must meet the following requirements. As noted, the intermediary and service provider roles may be assumed by a single entity or separate entities, so long as this entity can meet the functions individually or through pre-specified sub-contracting or consulting arrangements.

- 1.6.1. The Offeror must demonstrate that it has the requisite experience and qualifications to perform the following service provision functions:
 - 1.6.1.1. Provide a service or program that is evidence-based and produces measurable outcomes that benefit the target population.
 - 1.6.1.2. Work collaboratively with multiple partners, including with state government and an independent evaluator.
 - 1.6.1.3. Track and monitor outcome and performance data. Successfully operate under performance-based service payment scheme.
 - 1.6.1.4. Adapt and/or refine an intervention to meet outcome targets.
 - 1.6.1.5. Regular reporting to the State on service provision, outcomes, overall project management, or other project-related topics as requested.
- 1.6.2. The Offeror must demonstrate that it has the requisite experience and qualifications to perform the following project management and capital-raising functions:
 - 1.6.2.1. Ability to enter into a contract with the State of Illinois.
 - 1.6.2.2. Develop the Project, including identification of target population, intervention, target outcomes, budget, operational plan, and a financial model that connects payment to savings and outcomes.

- 1.6.2.3. Raise between \$5 million and \$30 million in funds for the project, from a combination of commercial and philanthropic sources, to cover operating costs and absorb risk if necessary.
 - 1.6.2.4. Assemble, coordinate and manage partnerships, including a group of service providers if necessary.
 - 1.6.2.5. Conduct ongoing management and administration of a performance-based Project that involves collecting, monitoring, analyzing and reporting outcome data as well as implementing course-corrections to improve outcomes.
 - 1.6.2.6. Maintain investor relations, including meeting any reporting requirements.
 - 1.6.2.7. Dedicate full-time staff to the development of the Project as the State's partner. Staff assigned to this Project must have expertise in the policy area targeted by the proposed intervention.
- 1.6.3. The proposed intervention must reflect the following characteristics:
- 1.6.3.1. Demonstrated, achievable, and quantifiable budget savings to the State of Illinois, net of all project costs and returns to investors, as a result of services. Proposed interventions that are more cost-effective will be deemed as more qualified for a social impact bonds contract. In evaluating proposals, the State will give preference to projects where savings accrue to the State within the specified project timeline.
 - 1.6.3.2. Strong evidence base supporting the proposed intervention's positive impact, including evidence for proposed outcome(s) that are tied to savings. Results demonstrated with more rigorous methods or replicated through multiple evaluations will be considered as more qualified in the selection process.
 - 1.6.3.3. Feasibility of measuring and reporting outcomes and impacts, including potential for obtaining the necessary data and strategy for assessing results relative to a rigorous counterfactual conditional analysis.
 - 1.6.3.4. Ability and feasibility of intervention to serve at least 800 individuals over the course of the Project, in order to support and enable a robust evaluation for determining success outcomes and payment.
 - 1.6.3.5. Safeguards against harm of the target populations.
- 1.6.4. The project must meet the following general characteristics:
- 1.6.4.1. It is the public policy of the State of Illinois to promote and encourage the continuing economic development of businesses owned and controlled by minorities, women and persons with disabilities. Vendors submitting bids in response to this solicitation are encouraged to make a good faith effort to include certified minority-owned, women-owned and persons with disabilities-owned businesses (BEP) in their proposal. While this contract does not have a specific BEP utilization goal, the quality of the Offeror's proposed strategy to comply with State's BEP program is included within the award criteria established for this solicitation. Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer less qualified. Certified BEP vendors

may be found at www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx. Refer to Appendix NN for more information and response requirements.

- 1.6.4.2. Per the Abused and Neglected Children Reporting Act (ANCRA), adults working with children and youth under the age of 18 years old are mandated reporters for suspected child abuse and neglect. All programs funded through this grant opportunity must have a written protocol for identifying and reporting suspected incidents of child abuse or neglect.
- 1.6.4.3. Background Checks are required for all staff and volunteers who have one-on-one contact with children and youth. Funded programs will be required to have a written protocol on file requiring background checks, as well as evidence of their completion.

1.7. WHERE SERVICES ARE TO BE PERFORMED

- 1.7.1. Offers in which services are delivered in multiple regions of the State, including areas both within and outside of the Cook County region, will be considered as more qualified.
- 1.7.2. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.
- 1.7.3. Offeror shall disclose in the Technical Response described above the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

1.8. SUBCONTRACTING

- 1.8.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, in addition to describing their role in the Technical Response, Offeror must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.
- 1.8.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.
- 1.8.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Include Section 1 and any attachments in Packet 1

STATE OF ILLINOIS
OFFER, SECTION 2 – PRICING

2. OFFER, SECTION 2 – PRICING

Include Section 2 and any attachments in Packet 2

2.1. FORMAT OF PRICING:

- 2.1.1. Offeror shall submit pricing in the format described 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 compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.
- 2.1.2. Pricing shall be submitted in the following format: Offerors should submit a pro forma budget for the project that identifies operating costs for each participating organization, the number of individuals to be served, and costs and savings for the State. Include any relevant service costs, capital-raising costs, project management costs, personnel costs, or legal, evaluation, and other overhead cost for a social impact bonds project.
 - 2.1.2.1. Provide an estimated total of cost savings to be realized by the State.
 - 2.1.2.2. Identify the likely sources of operating capital (including commercial and philanthropic sources). More specific responses will be considered as more qualified.
 - 2.1.2.3. Provide details about how the overall cost estimates were developed.
- 2.1.3. For the purpose of constructing a budget for this RFP, please make the following assumptions:
 - 2.1.3.1. The project will be expected to serve at least 200 new individuals per year over a 4-year service delivery period. This stipulation is not meant to specifically limit the duration of services delivered to a given individual.
 - 2.1.3.2. The project will include four years of service delivery followed by two years of wrap-up at the end of the Project for the completion of service delivery and measurement of outcomes. A period of up to one year for planning and program start-up may be included prior to service delivery.
 - 2.1.3.3. The State's marginal cost for 1 year of juvenile incarceration in an IDJJ facility is \$21,000. The marginal cost of 1 year of adult incarceration in an Illinois Department of Corrections (DOC) facility is \$5,700. Depending on the scale of the intervention, it may be possible for the State to pay based on a portion of fixed cost savings as well.
 - 2.1.3.4. The State's marginal cost for 1 year of high-end residential placement with DCFS is \$48,000.
 - 2.1.3.5. Evaluation/validation costs will average \$125,000 annually for the six year period following start-up that includes service delivery and performance measurement.
 - 2.1.3.6. Services will be delivered in multiple regions of the State, including areas both within and outside of the Cook County region.

- 2.1.3.7. The State expects that total costs for any given social impact bond contract (before accounting for benefits) will be between \$5 million and \$30 million, including all project costs, outcome evaluation and validation costs, and maximum investor returns for the entire length of the project.
- 2.1.3.8. The State prefers to enter into social impact bond agreement(s) in which the total benefits to the State exceed the total costs within the overall project timeframe.
- 2.1.3.9. A discount rate of 0% and an inflation rate of 0% is assumed.

2.2. TYPE OF PRICING: Illinois law requires the State to indicate whether contract pricing is firm or estimated at the time it is submitted to the Illinois Office of the Comptroller for obligation. Pricing pursuant to this contract will be estimated. However, costs which are not specifically identified or reasonably estimated in an Offeror's response, and accepted by a department as part of a contract, will not be compensated under any contract pursuant to this RFP unless by mutual agreement of the parties in writing.

2.3. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows:.

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

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

2.5.1. Offeror's Pro Forma Budget and Pricing for the Initial Term.

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

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

ATTACHMENT AA

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

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

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS

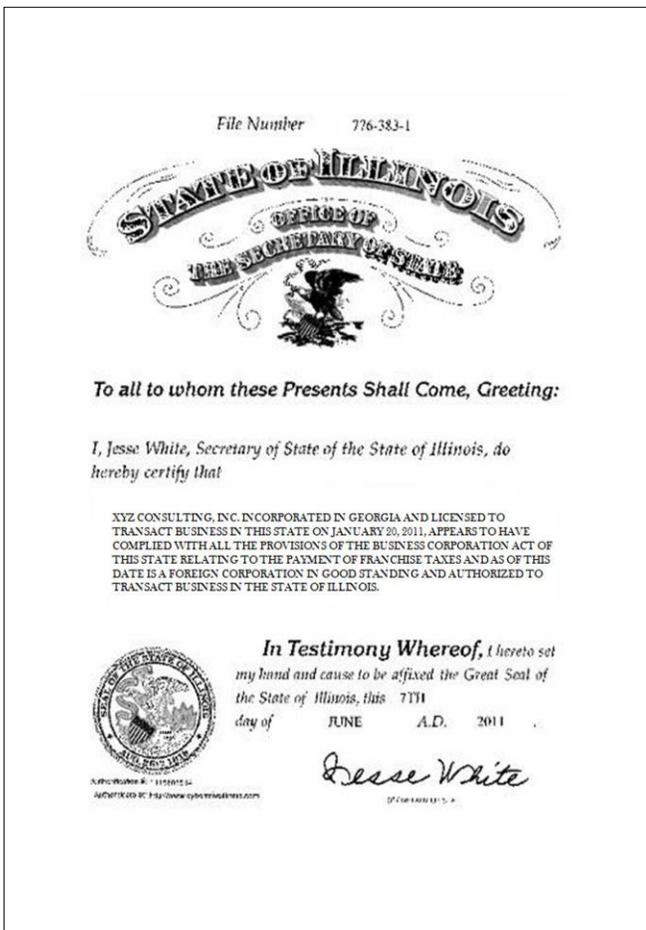
ATTACHMENT BB

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

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

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

EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider an Offeror's bid or offer. Please complete the appropriate sections below:

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

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CT. (TDD (312) 263-1579).
 - 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
 - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

- 1.1. TERM OF THIS CONTRACT:** This contract has an initial term of up to seven (7) years, commencing upon last dated signature of contract. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.
- 1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
- 1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- 1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): 2 terms.
- 1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.
- 1.2.2. Any renewal is subject to the same terms and conditions as the original unless the parties otherwise agree to new terms in writing. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 1.4. TERMINATION FOR CONVENIENCE:**
- 1.4.1. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the

Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued by the State to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).
- 2.5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.

- 9. CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, 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 confidentiality provisions of this contract.
- 11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 12. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
- 14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's

director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.

15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks. The Vendor, as well as any subcontractors, shall be subject to all policies of the contract-holding Department.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
22. **PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

- 23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 26.2.** By August 31 of each year, Vendor shall report to the Agency 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.
- 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.

**STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS**

ATTACHMENT EE

1. Agency Supplemental Provisions:

Agency Definitions

The Governor’s Office of Management and Budget (“GOMB”)

The Department of Children and Family Services (“DCFS”)

The Department of Juvenile Justice (“IDJJ”)

Required Federal Clauses, Certifications and Assurances

N/A

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

N/A

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

N/A

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

N/A

Agency Specific Terms and Conditions

The Vendor or subcontractor shall be subject to all policies of the contract-holding Department.

Other (describe)

N/A

2. Offeror Supplemental Provisions:

[Click here to enter text.](#)

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? Yes No

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 100%.

3. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT GG

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

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to GOMB and the Illinois Attorney General any suspected collusion or other anti-competitive practice among any offerors, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

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

or

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

- 30.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 31.** A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

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

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

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

This disclosure is submitted for:

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

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

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

**STEP 3
DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

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

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

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7

POTENTIAL CONFLICTS OF INTEREST

RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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

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

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

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

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

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

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

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				

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

STEP 9

SIGN THE DISCLOSURE

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

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

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

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

Signature: _____

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

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

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

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

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

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

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

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

[Click here to enter text.](#)

**STATE OF ILLINOIS
BUSINESS INFORMATION**

ATTACHMENT JJ

1. Name of Business (official name and DBA)
[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent
[Click here to enter text.](#)

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

5. Name of Chief Executive Officer
[Click here to enter text.](#)

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)
[Click here to enter text.](#)
[Click here to enter text.](#)

7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

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

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

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

12.4 Disadvantaged (49 CFR 6) Yes

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

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

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from two established private firms or Nonprofit Organizations and from two government agencies other than GOMB that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
2. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
3. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
4. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22032020), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

or

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

It is the public policy of the State of Illinois to promote and encourage the continuing economic development of businesses owned and controlled by minorities, women and persons with disabilities. Vendors submitting bids in response to this solicitation are encouraged to make a good faith effort to include certified minority-owned, women-owned and persons with disabilities-owned businesses (BEP) in their proposal. **While this contract does not have a specific BEP utilization goal, the quality of the Offeror's proposed strategy to comply with State's BEP program is included within the award criteria established for this solicitation.** Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer less qualified.

Guidelines

Following are guidelines for the Vendor's response to the Utilization Plan. A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of BEP certified vendors.

To qualify as a BEP certified vendor, a Vendor must be certified with CMS Business Enterprise Program at the time of bid or offer submission. Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions **of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must** clearly evidence that the BEP Certified Vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP Certified Vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP Certified Vendor to be dedicated to the performance of the contract. **Each party must execute the bid or offer prior to submission of the bid or offer to the Agency.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and the BEP Certified Vendor may render the bidder or offeror non-responsive or not responsible.
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies, but **BEP subcontractors must be certified by CMS as BEP certified vendors at the time of submission of bid or offer.**

4. **Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the utilization plan. Applicable guidelines for counting payments attributable to utilization plans are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the utilization plan. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the utilization plan. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the utilization plan. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the utilization plan.**
 - 5.3. A Vendor shall count toward the utilization plan 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the utilization plan the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP Certified Vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP utilization plan for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.5. A Vendor shall count towards the utilization plan only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP Certified Vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
 - 5.6. A Vendor shall not count towards the utilization plan expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** If the Vendor cannot provide and fulfill a utilization plan, the Vendor should document its good faith efforts that could reasonably have been expected to fulfill such a plan. The Procurement Management Team (PMT) or its delegate will consider the quality, quantity, and intensity of the Vendor's efforts.
- 6.1. The following is a list of types of action that the PMT or its delegate will consider as evidence of the Vendor's good faith efforts to fulfill a utilization plan. Other factors or efforts brought to the attention of the PMT or its delegate may be relevant in appropriate cases.
 - 6.1.1. Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
 - 6.1.2. Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the utilization plan will succeed. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor

participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

- 6.1.3. Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- 6.1.4. Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- 6.1.5. Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to fulfill the utilization plan.
- 6.1.6. Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency.
- 6.1.7. Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.
- 6.1.9. Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.

- 7.1.** Those who submit bids or offers for State contracts shall not be given a period after the bid or offer is submitted to cure deficiencies in the bid or offer unless mandated by federal law or regulation. 30 ILCS 575/4(e).
- 7.2.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.3.** **The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to

terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

- 7.4.** In accordance with the Procurement Code, substitutions of a BEP certified vendor may be permitted under the following circumstances:
- 7.4.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.4.2. Failure of performance;
 - 7.4.3. Financial incapacity;
 - 7.4.4. Refusal by the BEP Certified Vendor to honor the bid or proposal price or scope;
 - 7.4.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.4.6. Failure of the BEP Certified Vendor to meet insurance, licensing or bonding requirements;
 - 7.4.7. The BEP Certified Vendor's withdrawal of its bid or offer; or
 - 7.4.8. Decertification of the BEP Certified Vendor.
- 7.5.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.6.** Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the utilization plan by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the utilization plan cannot be fulfilled and good faith efforts have been made, the Vendor may substitute with a non-BEP certified vendor or the Vendor may perform the work.
- 7.7.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.8.** A new BEP certified vendor agreement must be executed and submitted to the Agency within five business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.9.** The Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these

records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by the BEP Certified Vendor and final payment to the BEP Certified Vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.

- 7.10.** The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP Certified Vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.11.** The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

8. UTILIZATION PLAN

The Utilization Plan and Letter of Intent may be included within Packet 1.

[Click here to enter text.](#) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for [Click here to enter text.](#), Illinois Procurement Bulletin Reference Number [Click here to enter text.](#) We understand that all subcontractors must be certified with the CMS Business Enterprise Program at the time of submission of all bids/offers. We understand that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter(s) of intent, unless mandated by federal law or regulation. 30 ILCS 575/4(e).

[Click here to enter text.](#) makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement: [Choose an item.](#)

8.1. DEMONSTRATION OF GOOD FAITH EFFORTS TO PROVIDE BEP UTILIZATION PLAN

If the BEP utilization plan was not provided, the Good Faith Efforts Procedures and Guidelines will be used to evaluate compliance with the BEP (Section 8.1.1.). Vendors providing Good Faith Effort documentation may complete and submit the Good Faith Effort Contact Log (Section 8.1.2.) with the bid or offer.

8.1.1. GOOD FAITH EFFORTS PROCEDURES AND GUIDELINES

Please read the following guidelines carefully.

Below is a checklist of items that may be used to evaluate a Vendor's Demonstration Good Faith Efforts. If any of the following items are not completed, please attach a detailed written explanation indicating why such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor should solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor should determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor should provide interested BEP certified vendors with adequate information about the plans,

specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the utilization plan will be fulfilled. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
- Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to fulfill a utilization plan.
- Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency.
- Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.
- Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

8.1.2. GOOD FAITH EFFORTS CONTRACT LOG FOR SOLICITING BEP CERTIFIED VENDOR PARTICIPATION.

Use this Log to document all contracts and responses (telephone, e-mail, fax, etc.) regarding the Solicitation of BEP certified vendors. Duplicate as needed. **It is not necessary to show contacts with BEP vendors who are identified on the Letter of Intent (as identified in Section 8.2).**

Name of BEP Certified Vendor	Date and Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached
------------------------------	----------------------------	-------------------------	----------------------------------

8.2. LETTER OF INTENT (LOI) BETWEEN PRIME VENDOR AND BEP CERTIFIED VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified BEP certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit [Click here to enter text.](#) from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified BEP certified vendor. All LOIs shall be subject to Agency approval.

Any changes involving or affecting identified the BEP certified vendor(s) may not be permitted without written approval of the Agency.

Project Name: [Click here to enter text.](#) Project/Solicitation Number: [Click here to enter text.](#)

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

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

City, State and Zip: [Click here to enter text.](#)

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

Name of BEP Certified Vendor: [Click here to enter text.](#)

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

City, State and Zip: [Click here to enter text.](#)

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

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the BEP Certified Vendor: [Click here to enter a date.](#)

Proposed Subcontract Amount \$ [Click here to enter text.](#) or Proposed % of Contract to be performed by the BEP Certified Vendor [Click here to enter text.](#)

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor: [Click here to enter text.](#)

The Vendor and the BEP Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the BEP Certified Vendor will perform the scope of work for the price/percentage as indicated above.

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

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

[Click here to enter text.](#)

[Click here to enter text.](#)

Signature

Signature

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

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

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

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

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

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